

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING		PAGE 1 OF 124 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. FA3002-06-R-0001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (IFB)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY HSW/PKVH CODE FA3002 AETC CONS/LGCK (RON A. MORTAG) 2021 FIRST STREET WEST RANDOLPH AFB TX 78150-4302 ron.mortag@randolph.af.mil TEL: 210-652-4856 FAX: 210-652-3445				8. ADDRESS OFFER TO (If other than Item 7) <div style="text-align: center; font-size: 2em; font-weight: bold;">AS of 6 JAN 06</div>					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. <u>All proposals shall be delivered by 21 March 2006 at 4:00PM CST to Mr. Ron A. Mortag and Ms. Martha Giannotti, at the address listed in Block 7</u>									
10. FOR INFORMATION CALL: ➡		A. NAME RON A. MORTAG		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 210-652-4856			C. E-MAIL ADDRESS ron.mortag@randolph.af.mil		
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)		
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√	A	SOLICITATION/CONTRACT FORM		√	I	CONTRACT CLAUSES			
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>					
√	C	DESCRIPTION/SPECS./WORK STATEMENT		√	J	LIST OF ATTACHMENTS			
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√	E	INSPECTION AND ACCEPTANCE		√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS			
√	F	DELIVERIES OR PERFORMANCE		√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS			
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√	H	SPECIAL CONTRACT REQUIREMENTS							
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>240</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %			
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡			ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) Ron A. Mortag				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA

NOTICE OF SOURCE SELECTION

You are hereby notified that a source selection is in progress for the SATOC solicitation FA3002-06-R-0001. The anticipated period of Source Selection is from JAN 2006 through approximately JUL 2006. DURING THIS PERIOD UNTIL FINAL SOURCE SELECTION DECISION, OFFERORS REQUESTING INFORMATION REGARDING THE PROJECT SHALL CONTACT THE CONTRACTING OFFICE ONLY. CONTACTS TO OTHER AIR FORCE PERSONNEL ARE PROHIBITED. The Contracting Officer or his representatives are the only persons authorized to contact offerors, and the Contracting Officer is the only person authorized to release information regarding an ongoing Source Selection. Refer questions or communications concerning this solicitation directly to the Contracting Officer, Mr. Ron A. Mortag I at AETC CONS/LGCK, 2021 FIRST STREET WEST, RANDOLPH AFB TX 78150-4302, tel. (210) 652-4856 and e-mail ron.mortag@randolph.af.mil with a copy to martha.giannotti@randolph.af.mil

NOTICE TO OFFERORS

Although full funding is not currently available for this project, this solicitation is issued in good faith and funding is anticipated. The Government's obligation under this contract is, however, contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Your attention is drawn to Section I Clause 52.232-18.

Information to the solicitation will be posted to <http://www.fedbizopps>. Information will be posted regularly to this site.

In order for offerors to receive a DoD contract, offerors must be registered in the central contractor registration (CCR) system. <http://www.ccr.gov>

The contractor agrees to hold its offered prices firm for the items solicited herein and to accept any resulting contract subject to the terms and conditions stated herein for 240 days from the date set forth in SF33, block 12.

**PART I – THE SCHEDULE
SECTION B
SUPPLIES/SERVICES AND PRICES /COSTS**

B-1 SUPPLIES OR SERVICES

The contractor shall provide services in accordance with this contract and the Statement of Work (SOW), Section J, Attachment 1. The contract will have a sixty-month basic ordering period. There will be a potential for five option years under this contract. All periods are subject to the Availability of Funds clause, FAR 52.232-18, as incorporated by reference in Section I.

B-2 CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Most of the clauses and provisions within are incorporated by reference. As required, clauses and provisions must be completed and submitted by the offeror with the proposal. Clauses and provisions can be found in full text and accessed electronically at <http://farsite.hill.af.mil> or www.arnet.gov/far.
- (c) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

ITEM	SUPPLIES OR SERVICES	Purch Unit	Qty Total Item Amount	Unit Price
0001	<p><i>Noun:</i> CONSTRUCTION SERVICES (FIVE YEAR BASIC PERIOD)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>FFP – The contractor shall perform services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC," . Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.</p>			
0002	<p><i>Noun:</i> REPORTS AND DATA EXHIBIT A (FIVE YEAR BASIC PERIOD)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 0001. This CLIN is Not Separately Priced (NSP).</p>			
0003	<p><i>Noun:</i> CONSTRUCTION SERVICES (FIVE YEAR BASIC PERIOD)</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>CPFF - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.</p>			

0004

Noun: REPORTS AND DATA EXHIBITS A (FIVE YEAR BASIC PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 0004. This CLIN is Not Separately Priced (NSP).

0005

Noun: BOND PERFORMANCE & PAYMENT (FIVE YEAR BASIC PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

0006

Noun: CONSTRUCTION SERVICES (FIVE YEAR BASIC PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

0007

Noun: REPORTS AND DATA EXHIBITS A (FIVE YEAR BASIC PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: J – FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 0008. This CLIN is Not Separately Priced (NSP).

0008

Noun: MATERIALS/EQUIPMENT (FIVE YEAR BASIC PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 0008 (Construction Services). This line item will be used in support of FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

0009

Noun: CONSTRUCTION SERVICES (FIVE YEAR BASIC PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

0010

Noun: REPORTS AND DATA EXHIBITS A (FIVE YEAR BASIC PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 0011. This CLIN is Not Separately Priced (NSP).

0011

Noun: MATERIALS/EQUIPMENT (FIVE YEAR BASIC PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 0011 (Construction Services). This CLIN is Not Separately Priced (NSP).

0012

Noun: BOND PERFORMANCE & PAYMENT (FIVE YEAR BASIC PERIOD)
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

1001

Noun: CONSTRUCTION SERVICES (FIRST YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

FFP – The contractor shall perform services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC," . Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

1002

Noun: REPORTS AND DATA EXHIBIT A (FIRST YEAR OPTION PERIOD)
NSN: N - Not Applicable
DD1423 is Exhibit: A
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 1001. This CLIN is Not Separately Priced (NSP).

1003

Noun: CONSTRUCTION SERVICES (FIRST YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

1004

Noun: REPORTS AND DATA EXHIBITS A (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 1004. This CLIN is Not Separately Priced (NSP).

1005

Noun: BOND PERFORMANCE & PAYMENT (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

1006

Noun: CONSTRUCTION SERVICES (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

1007

Noun: REPORTS AND DATA EXHIBITS A (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: J – FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 1008. This CLIN is Not Separately Priced (NSP).

1008

Noun: MATERIALS/EQUIPMENT (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 1008 (Construction Services). This line item will be used in support of FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

1009

Noun: CONSTRUCTION SERVICES (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

1010

Noun: REPORTS AND DATA EXHIBITS A (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 1011. This CLIN is Not Separately Priced (NSP).

1011

Noun: MATERIALS/EQUIPMENT (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 1011 (Construction Services). This CLIN is Not Separately Priced (NSP).

1012

Noun: BOND PERFORMANCE & PAYMENT (FIRST YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

2001

Noun: CONSTRUCTION SERVICES (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
FFP – The contractor shall perform services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC," . Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

2002

Noun: REPORTS AND DATA EXHIBIT A (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 2001. This CLIN is Not Separately Priced (NSP).

2003

Noun: CONSTRUCTION SERVICES (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
CPFF - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

2004

Noun: REPORTS AND DATA EXHIBITS A (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
CPFF - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 2004. This CLIN is Not Separately Priced (NSP).

2005

Noun: BOND PERFORMANCE & PAYMENT (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

2006

Noun: CONSTRUCTION SERVICES (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

2007

Noun: REPORTS AND DATA EXHIBITS A (SECOND YEAR OPTION PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: J – FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN2008. This CLIN is Not Separately Priced (NSP).

2008

Noun: MATERIALS/EQUIPMENT (SECOND YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 2008 (Construction Services). This line item will be used in support of FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

2009

Noun: CONSTRUCTION SERVICES (SECOND YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

2010

Noun: REPORTS AND DATA EXHIBITS A (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 2011. This CLIN is Not Separately Priced (NSP).

2011

Noun: MATERIALS/EQUIPMENT (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Non-Appropriated Funds - This item is priced under CLIN 2011 (Construction Services). This CLIN is Not Separately Priced (NSP).

2012

Noun: BOND PERFORMANCE & PAYMENT (SECOND YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Non-Appropriated Funds - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

3001

Noun: CONSTRUCTION SERVICES (THIRD YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

FFP – The contractor shall perform services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC," . Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

3002

Noun: REPORTS AND DATA EXHIBIT A (THIRD YEAR OPTION PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 3001. This CLIN is Not Separately Priced (NSP).

3003

Noun: CONSTRUCTION SERVICES (THIRD YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

3004

Noun: REPORTS AND DATA EXHIBITS A (THIRD YEAR OPTION PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 3004. This CLIN is Not Separately Priced (NSP).

3005

Noun: BOND PERFORMANCE & PAYMENT (THIRD YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

3006

Noun: CONSTRUCTION SERVICES (THIRD YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

3007

Noun: REPORTS AND DATA EXHIBITS A (THIRD YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: J – FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 3008. This CLIN is Not Separately Priced (NSP).

3008

Noun: MATERIALS/EQUIPMENT (THIRD YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 3008 (Construction Services). This line item will be used in support of FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

3009

Noun: CONSTRUCTION SERVICES (THIRD YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

3010

Noun: REPORTS AND DATA EXHIBITS A (THIRD YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 3011. This CLIN is Not Separately Priced (NSP).

3011

Noun: MATERIALS/EQUIPMENT (THIRD YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 3011 (Construction Services). This CLIN is Not Separately Priced (NSP).

3012

Noun: BOND PERFORMANCE & PAYMENT (THIRD YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

4001

Noun: CONSTRUCTION SERVICES (FOURTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
FFP – The contractor shall perform services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC," . Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

4002

Noun: REPORTS AND DATA EXHIBIT A (FOURTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 4001. This CLIN is Not Separately Priced (NSP).

4003

Noun: CONSTRUCTION SERVICES (FOURTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
CPFF - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

4004

Noun: REPORTS AND DATA EXHIBITS A (FOURTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
CPFF - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 4004. This CLIN is Not Separately Priced (NSP).

4005

Noun: BOND PERFORMANCE & PAYMENT (FOURTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

4006

Noun: CONSTRUCTION SERVICES (FOURTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:
Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

4007

Noun: REPORTS AND DATA EXHIBITS A (FOURTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: J – FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 4008. This CLIN is Not Separately Priced (NSP).

4008

Noun: MATERIALS/EQUIPMENT (FOURTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 4008 (Construction Services). This line item will be used in support of FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

4009

Noun: CONSTRUCTION SERVICES (FOURTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

4010

Noun: REPORTS AND DATA EXHIBITS A (FOURTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 4011. This CLIN is Not Separately Priced (NSP).

4011

Noun: MATERIALS/EQUIPMENT (FOURTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 4011 (Construction Services). This CLIN is Not Separately Priced (NSP).

4012

Noun: BOND PERFORMANCE & PAYMENT (FOURTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

5001

Noun: CONSTRUCTION SERVICES (FIFTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

FFP – The contractor shall perform services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC," . Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

5002

Noun: REPORTS AND DATA EXHIBIT A (FIFTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
DD1423 is Exhibit: A
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

FFP - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs5001. This CLIN is Not Separately Priced (NSP).

5003

Noun: CONSTRUCTION SERVICES (FIFTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

5004

Noun: REPORTS AND DATA EXHIBITS A (FIFTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
DDI423 is Exhibit: A
Contract type: U - COST PLUS FIXED FEE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

CPFF - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 5004. This CLIN is Not Separately Priced (NSP).

5005

Noun: BOND PERFORMANCE & PAYMENT (FIFTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

5006

Noun: CONSTRUCTION SERVICES (FIFTH YEAR OPTION PERIOD)
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

5007

Noun: REPORTS AND DATA EXHIBITS A (FIFTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: J – FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLIN 5008. This CLIN is Not Separately Priced (NSP).

5008

Noun: MATERIALS/EQUIPMENT (FIFTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: J - FIRM FIXED PRICE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN5008 (Construction Services). This line item will be used in support of FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts (Sep 2002). This CLIN is Not Separately Priced (NSP).

5009

Noun: CONSTRUCTION SERVICES (FIFTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall perform Services in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC,". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Specific Davis-Bacon Wage Determinations will be detailed under subsequent task orders.

5010

Noun: REPORTS AND DATA EXHIBITS A (FIFTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

DDI423 is Exhibit: A

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - The contractor shall provide reports and other data in accordance with the Statement of Work, herein identified as Section J, Attachment #1, entitled, "Basic Contract Statement of Work for SATOC". Specific scope of effort will be detailed under subsequent task order Statements of Work (SOW) issued hereunder against this basic SOW. Pricing for this CLIN shall be incorporated under CLINs 5011. This CLIN is Not Separately Priced (NSP).

5011

Noun: MATERIALS/EQUIPMENT (FIFTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: U - COST PLUS FIXED FEE

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - This item is priced under CLIN 5011 (Construction Services). This CLIN is Not Separately Priced (NSP).

5012

Noun: BOND PERFORMANCE & PAYMENT (FIFTH YEAR OPTION PERIOD)

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

Non-Appropriated Funds - Bond Performance and Payment shall be paid upon presentation of invoice and bond payment receipts.

OTHER CONTRACT CLAUSES IN FULL TEXT

B-3 PAYMENT OF FEE (CPFF)

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost TBD at Task Order level

Fee TBD at Task Order level

Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

B-4 ESTIMATED COST (FULLY-FUNDED)

Pursuant to FAR 52.232-20, "Limitation of Cost," SECTION I hereof, the estimated cost is TBD at Task Order Level.

SECTION C
DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT
OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS

I. The work to be performed will be in accordance with the Statement of Work (SOW) set forth in Attachment 1 as listed in Section J and as stated in Section B of this contract. Specific work requirements will be identified in individual Task Order (s) SOW.

II. The specifications for data, as identified in the Contract Data Requirements List (CDRL), are included herein as Exhibit A as listed in Section J of this contract. Specific data deliverable requirements will be identified in individual Task Orders.

**SECTION D
PACKAGING AND MARKING**

OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS

(a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 entitled, "Marking for Shipment and Storage."

(b) Each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR: Contract Number FA3002-06-D-_____
 Task Order Number _____
 Item Number _____

[All Fill-in TBD at Task Order level.]

**SECTION E
INSPECTION AND ACCEPTANCE**

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-4	INSPECTION OF SERVICES CLAUSE-FIXED PRICE (AUG 1996)
52.246-5	INSPECTION OF SERVICES CLAUSE-COST REIMBURSEMENT (APR 1984)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.246-13	INSPECTION -- DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250)

The Contractor shall prepare and submit a final DD Form 250 on a one-time basis collectively accounting for all completed Exhibit Line/Subline Items that called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

E002 REQUIREMENTS FOR DATA ACCEPTANCE (PERIODIC DD FORM 250)

The Contractor shall prepare and submit a periodic DD Form 250 on a/an TBD at Task Order level basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. Each periodic DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government during the reporting period.

**SECTION F
DELIVERIES OR PERFORMANCE**

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
<u>TBD at Task Order Level</u>						

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000)
 Para (a), Amount of liquidated damages. 'TBD at Task Order level'
 Applies to Firm-Fixed-Price CLIN(s).
- 52.211-13 TIME EXTENSIONS (SEP 2000)
- 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)
 Applies to Firm-Fixed-Price CLIN(s) only.
- 52.247-29 F.O.B. ORIGIN (JUN 1988)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.236-7009 OPTION FOR SUPERVISION AND INSPECTION SERVICES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE

Period of performance under this contract shall be from date of award through sixty-months from date of award for ordering purposes plus five one year options. Specific period of performance of individual projects will be negotiated at task order level.

F002 CONTRACT DELIVERIES

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

(a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".

(b) "WARO" means "weeks after the effective date for award of the contractual action".

(c) "DARO" means "days after the effective date for award of the contractual action".

(d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

**SECTION G
CONTRACT ADMINISTRATION DATA**

OTHER CONTRACT CLAUSES IN FULL TEXT

G001 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth-on individual orders issued hereunder.

G0002 LOCAL CLAUSES – WAWF (Construction/A&E Contracts)

IAW DFARS 252.232.70-Electronic Submission and Processing of Payment Requests

1. During the performance of the subject contract, invoices will be submitted and accepted using the WAWF web-based system. For information on WAWF, including web-based training, visit the website at: <https://wawf.eb.mil/> and click on “About WAWF.” The website also contains detailed instructions for setting up your computer to achieve the best results with the system. If you are already familiar with WAWF, the information that follows will assist you in self-registering to submit invoices for the subject contract.

2. The codes needed to input an invoice in WAWF for the subject contract will be provided in each Task Order:

Issue DoDAAC: [DoDAAC of issuing office]
Admin DoDAAC: [DoDAAC of administering office]
Inspector/Ext: [DoDAAC of inspector - if same as acceptor, put N/A]
Service Acceptor/Ext: [DoDACC/SRAN or BPN of acceptor]
Pay DoDAAC: [DoDACC of payment office]

3. To facilitate prompt, accurate processing of your invoices through WAWF, please set up email notifications for the following:

[email addresses for inspectors, acceptors and alternates to be provided in each Task Order]
[email addresses for contract administrator and contracting officer to be provided in each Task

Order]]

4. On the Line Item tab under description, input the project number and name; the total amount of the project; the amount and percentage previously invoiced; and the current invoice amount and percentage.

5. For questions regarding WAWF, contact the Customer Support section at (801) 605-7095. For questions regarding the contract, contact the Contracting Officer at [contact information to be provided in each Task Order].

6. Changes to the above email addresses or Contracting Officer will be sent to the contractor via e-mail.

SECTION H SPECIAL CONTRACT REQUIREMENTS

OTHER CONTRACT CLAUSES IN FULL TEXT

H001 RESERVED

H002 CONTRACTOR-ACQUIRED PROPERTY

Subject to the provisions of the Government Property clause of this contract, the Contractor is authorized to acquire the following listed property:

PROPERTY
TBD at Task Order level

H003 INCORPORATION OF SECTION K

Section K of the solicitation is hereby incorporated by reference.

H004 IMPLEMENTATION OF DISCLOSURE OF INFORMATION

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) 3 copy(ies) to: 325th FW Public Affairs Office
445 Suwannee Road, Suite 129
Tyndall AFB, FL 32403
- (b) 1 copy(ies) to: AETC CONS/LGCT, TBD at Task Order level
SATOC Administrative Contracting Officer
501 Illinois Avenue, Suite 5
Tyndall AFB, FL 32403
- (c) 3 copy(ies) to: HQ AFCESA/CEI, TBD at Task Order Level
SATOC Program Manager
139 Barnes Drive
Tyndall AFB, FL 32403
- (d) 1 copy (ies) to: TBD at Task Order Level

H005 COMMUNICATIONS SECURITY (COMSEC) MONITORING

All communications with DOD organizations are subject to COMSEC review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information. (AFI 33-219)

H006 GOVERNMENT FURNISHED PROPERTY

The Government shall furnish to the Contractor, or the Contractor shall be authorized to obtain via Contractor Acquired Property, for use in the performance of this contract the property set forth in the delivery orders, where applicable, in accordance with the requirements of the "Government Property" clause, Section I hereof as follows:

Nomenclature	Part Number/NSN	Quantity	Date Available
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(TO BE IDENTIFIED ON THE INDIVIDUAL TASK ORDER WHEN APPLICABLE)

H007 TRANSPORTATION OF HAZARDOUS WASTES AND CONTAMINATED MATERIALS

In the performance of a Task Order, the Contractor may be required to transport hazardous waste and/or contaminated materials to off-site treatment or disposal facilities. When such transportation is stipulated, the contractor shall comply with the following requirements.

- (a) The contractor shall ensure that all waste transporters maintain insurance coverage for the transportation of hazardous waste as prescribed by all Federal, State, and/or local regulations and statutes.
- (b) The contractor shall ensure that all waste transport contractors provide the Contracting Officer Representative (COR) with a copy of their completed Resource Conservation and Recovery Act (RCRA) Part A waste transporter application and a notarized copy of their Environmental Protection Agency (EPA) waste transport identification number.
- (c) The Contractor shall ensure that all waste transport contractors provide the COR with notarized statements describing the status and background of any civil or criminal lawsuits filed against them within the last ten years.
- (d) The Contractor shall ensure that only trucks certified by the manufacturer as meeting the Department of Transportation (DOT) 311 and 312 specifications are used to transport bulked liquid waste.
- (e) The Contractor shall ensure that all Installation Restoration Program (IRP) hazardous and individual waste materials transported to any off-site locations have waste manifests signed by the Government accompanying the shipments.
- (f) The Contractor shall ensure that all materials transported on public roads have all required bills of lading and/or hazardous waste manifests.
- (g) The Contractor shall ensure that all waste transport vehicle operators comply with the minimum health and safety training requirements specified by EPA, DOT and the Occupational Safety and Health Administration (OSHA) for hazardous waste vehicle operators.
- (h) The Contractor shall obtain letters of commitment from waste haulers and from treatment, disposal, or recovery facility owners/operators to haul and accept Air Force Waste shipments. The letters shall indicate all agreements and commitments for handling and acceptance of the specified materials as described in each contract.

H008 DD FORM 1423-1

All technical data and identified administrative reports contractually required shall be supplied in accordance with attached CDRLs. Applicable CDRLs will be identified at task order level.

H009 HOURS OF WORK

The normal hours of work on military installations (unless otherwise stated in individual Task Order) are from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. The lunch period for Contractors requiring escorts

is from 11:30 a.m. to 12:30 p.m. Access to work sites may be restricted to these hours and days. For work during other than normal hours of work, the Contractor shall submit, in writing, for the Contracting Officer's approval, a notice of any period of scheduled work other than the normal hours of work specified above. This notice shall be submitted not less than three (3) work days prior to each period of work scheduled at times other than normal hours of work including Federal holidays.

H010 REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of performance of this contract the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by law, except that if this contract is to be performed in a state which does not require or permit private insurance, the compliance with the statutory or administrative requirement in any such state will be satisfactory. The required workman's compensation insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
Comprehensive General	Minimum limits of \$500,000 per occurrence Liability for bodily injury.
Comprehensive Automobile	Minimum limits of \$200,000 per person, \$500,000 per liability occurrence for bodily injury and \$20,000 per accident for property damage. This insurance shall extend to cover hired cars and automobile non-ownership liability.

H011 DAVIS-BACON REQUIREMENTS

The contractor hereby agrees to comply with the Davis-Bacon Act and related clauses when work on a Task Order contains construction efforts costing in excess of \$2,000. All applicable clauses are set forth in Section I, Contract Clauses, of this contract and as stipulated in FAR 22.407(a) and (c).

In accordance with FAR 22.1012-1, Davis-Bacon Act: General Decision Number To Be Provided on Each Task Order Issued Hereunder (Construction Projects), Publication Date To Be Provided on Each Task Order Issued Here under.

H012 NOTICE OF NON-ALLOWABILITY OF DIRECT CHARGES FOR GENERAL PURPOSE OFFICE EQUIPMENT AND GENERAL PURPOSE AUTOMATED DATA PROCESSING EQUIPMENT

(a) Notwithstanding the ALLOWABLE COST AND PAYMENT CLAUSE, 52.216-7, of Section I, costs for the acquisition of General Purpose Office Equipment (GPOE) and Information Technology (IT) shall not be considered as an allowable direct charge to this contract.

(b) GPOE refers to the equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc., that are obtainable on the open market. IT is defined in FAR 2.101.

H013 TEAMING ARRANGEMENTS

(a) If this contract is awarded from an offer submitted on the basis of a teaming arrangement, the Government's consideration of the Contractor for placement of task orders will reflect the teaming arrangement. In the event that the teaming arrangement is dissolved or significantly changed, the Government reserves the right to reconsider the suitability of the changed arrangements for purposes of issuing task orders.

(b) Should it become advantageous to deviate from the initial teaming arrangement, the Contractor should request approval from the Contracting Officer before making such arrangements.

(c) This does not authorize Contractor teaming arrangements in violation of antitrust statutes or limit the Government's rights to require consent to subcontract. The prime Contractor is held fully responsible for contract performance, regardless of any team arrangement between the prime Contractor and its subcontractors.

(d) Notwithstanding the above teaming arrangements and issues relating to consent, all teaming arrangement (subcontract) pricing must be supported in accordance with FAR 15.404-3. Subcontract cost and pricing data, as appropriate, should be presented in task order proposals.

(e) The following subcontractors were evaluated during source selection and are considered to be team members.

H014 DECENTRALIZED ORDERING PROCEDURES

Non-AETC/AFCEA users may receive access to the SATOC basic contracts for the purpose of awarding, administering, and closing out their own task orders (TO) by contacting the AETC POC's identified on the AFCEA Home page at <http://www.afcesa.af.mil/satoc>. The requesting user(s) should be prepared to provide the following:

1. The name(s), phone, Fax, E-mail contact information for the requesting CO and Technical POC.
 2. A brief description of the project to support joint AETC/AFCEA "in-scope" reviews.
 3. The requesting user(s) two digit position code for order serial numbers as defined in the Defense Acquisition Regulations web page (<http://www.acq.osd.mil/dp/dars/dfars.html>).
 4. The requesting user(s) project number.
 5. The requesting user(s) proof of funding.
 6. If proposed project is determined to be within scope, funded, and ceiling capacity is available for non-AETC/AFCEA work, AETC/LGCT will negotiate/sign a Memorandum of Agreement (MOA) including ceiling limitation, issue a control number to user, and provide information about the SATOC contracts.
 7. The user must identify its orders with the two-digit position serial number.
 8. Contract submittals required for non-AETC/AFCEA orders shall be distributed as cited on the order.
- Distribution of non-AETC/AFCEA contractual documents is not required for AETC.

H015 KEY PERSONNEL - CONTRACT LEVEL

(a) The Contractor agrees to assign under the contract those personnel whose credentials; experience and expertise meet the qualification requirements identified as Key Personnel in Section M.

(b) The Contractor agrees that a partial basis of award of this contract will be the key personnel proposed. Accordingly, the Contractor agrees to assign under the contract those key personnel whose credentials, experience and expertise were provided with the proposal and which meet the qualification requirements, necessary to fulfill the requirements of the contract.

(c) The SATOC CO and SATOC Program Manager/ COR shall be notified of any proposed changes at least 10 days in advance. The government reserves the right to reject proposed changes in key personnel. Such notification shall include:

- an explanation of the circumstances necessitating the substitution
- a complete resume of the proposed substitute and
- any other information needed by the SATOC CO and SATOC Program Manager/ COR to enable them to determine that the Contractor is maintaining the same quality of personnel as those included at the time of award.

(d) The following labor categories are designated as key personnel:

KEY PERSONNEL

NAME

Program Manager
Program QA/QC Manager
Program Construction Manager
Program Health and Safety Manager

H016 PERFORMANCE AGREEMENT

_____ Contractor agrees work will be performed in any location where AFCESA customers have needs; including, remote, austere, and hostile environments.

_____ Contractor agrees work will be performed in any location where AFCESA customers have needs, but will not work in hostile environments.

H017 ELECTRONIC DISTRIBUTION

In accordance with FAR 52.216-18 (Section I, below), authorization for electronic commerce distribution of task orders is herewith provided. Task orders issued hereunder may be issued by facsimile or through electronic distribution.

H018 CONTRACTOR GENERATED REFUSE

All Contractor generated refuse and waste shall be hauled from the construction site to a disposal area to be selected by the Contractor and shall be located outside the physical boundaries of the installation. This refuse and waste material shall be hauled in trucks with tight fitting covers to prevent spillage on roadways. The construction site shall be kept neat, orderly, and safe for workmen at all times.

The contractor shall take positive action to prevent work-generated refuse from entering the sewer system.

H019 UTILITY OUTAGES

Utility outages will not be permitted on weekends. All utility outages will be coordinated with the using agency through the cognizant Administrative Contracting Officer (ACO). The Contractor will provide written notice to the ACO not less than ten (10) working days prior to the required outage. All work shall be coordinated and arranged to insure that the outage will be of minimum duration. In the event a scheduled outage is cancelled by the Government, notification shall be given to the Contractor at least 24 hours in advance of the time for the outage to start and the Contractor waives his right to any claim for equitable adjustment or increased cost of performance under this contract as a result of this cancellation. Once an outage is arranged and work has begun, work must go on until the utility is restored to the affected facility.

H020 SAFETY BARRICADES AND WARNING SIGNS

Adequate barricades, warning signs and flares shall be furnished, installed, and maintained by the contractor for indoor and outdoor hazards related to the subject construction in accordance with the contract clause 52.236-13 in Section I. Additionally, outdoor barricades shall be AS SPECIFIED IN INDIVIDUAL ORDERS ISSUED HEREUNDER.

H021 RECORD DRAWINGS

Record drawings showing existing underground utilities will be provided or made available to the Contract AS SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER. Any utility-line shown on the record drawings (or made known to the Contractor) and damaged during construction work, will be repaired immediately by the Contractor at no cost to the Government.

H022 LEGAL HOLIDAYS

Unless otherwise stated in individual task orders, Air Force personnel will observe the following legal holidays at the work site:

New Year's Day	01 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Any of the above holidays falling on a Saturday will be observed on the proceeding Friday. Holidays falling on a Sunday will be observed on the following Monday.

H023 WEATHER CONDITIONS

Upon receipt by the Contracting Officer of a severe weather warning with anticipated winds of 35 knots or higher in LOCATION WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED HEREUNDER, the following sequence of actions will be carried out:

The Contracting Officer or Contracting Officer Representative (COR) will notify the Contractor of the severe weather warning. The Contracting Officer or COR will instruct the Contractor to secure all his materials or equipment, and the Contractor will take immediate action to tie down, remove, protect, or secure his materials and equipment to the satisfaction of the Air Force Inspector in order to reasonably assure the Government property will not be damaged. If the Contractor fails or refuses to secure materials and equipment to the satisfaction of the Air Force Inspector, Air Force personnel will accomplish the work and the cost thereof will be charged to the Contractor.

The Failure of the Government to notify the Contractor of severe weather shall not give rise to any liability of the Government for damages resulting therefrom.

H024 CLEAN-UP OF BASE ACCESS ROUTES OUTSIDE OF THE CONSTRUCTION LIMITS AND STAGING AREA

All mud, dirt, debris, foreign objects, or spills of any kind from the Contractor's operations (including subcontractors and suppliers) on a street or parking lot, used as access to the work site or staging areas, shall be cleaned off the same day the clean-up is required.

H025 ISSUE AND CONTROL OF CONTRACTOR IDENTIFICATION CREDENTIALS

The Contractor will be responsible for insuring that all base passes from Contractor personnel, subcontractor personnel and supplier personnel are accounted at the end of each task order. Prior to final payment, the Contractor is required to provide a letter from the Base Pass and Identification office that indicates all base passes have been accounted. All lost base passes shall be reported immediately to the Contracting Officer and the Base Pass and Identification Office.

H026 UNAVAILABLE TOILET FACILITIES

Except as specified in task orders issued hereunder, toilet facilities are not available for use by contractor personnel. The Contractor shall provide portable toilet facilities at no cost to the Government. Chemical toilets must be serviced regularly, and will be subject to Government inspection by Base Medical Officer. All sanitary deficiencies shall be correct within 24 hours of the inspection.

H027 CERTAIN STATE/LOCAL TAXES APPLICABLE TO CONTRACTS

There are certain State/Local Taxes that may be applicable to Task Orders issued hereunder. The Offeror shall contact the cognizant State or Local taxing office to determine the taxes and the base upon which such taxes must be paid. Such taxes, if any, shall be considered as being included in the Offeror's price as stated in the bid schedule, Section B. These taxes may be applicable to out-of-state firms as well.

H028 AETC 05-0003 ORGANIZATIONAL CONFLICT OF INTEREST (AETC) (AUG 2005)

- (a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions. There is potential organizational conflict of interest (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to the number of contracts AFCEA uses to accomplish their mission. Restrictions are needed to ensure a contractor does not perform on two or more separate contracts/task orders which create a conflict of interest.

- (1) The following description or definitions apply:

"Contractor" means the business entity (including joint ventures and subcontractors) receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Conventional Title II Services" as it relates to this acquisition, includes, but is not limited to, meeting and conference assistance, project file maintenance and reporting, schedule evaluations, contractor performance monitoring, management and inspections services, job site evaluations, contractor payment reviews, submittal reviews, contract modifications assistance, claims support, as-built drawings assistance, shop drawing reviews, replies to requests for information on labor standard evaluations, and construction documentation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

“Title I Traditional Services” as it relates to this acquisition, includes, but is not limited to, preparation of designs for design and construction, fuels, force protection, Information Technology (IT) , Unexploded Ordinance (UXO) and other facilities of interest to the government.

“Services” includes, but is not limited to Construction and Architect and Engineering Services.

(2) Restrictions

- (i) A contractor performing on a contract/task order is restricted from award of any task order or subcontract if an organizational conflict of interest exists.
- (ii) A contractor who is performing Title I Traditional Services or Conventional Title II services under this or other contracts/task orders in support of AFCESA is restricted from award of any task order or subcontract if an organizational conflict of interest exists. The restriction shall end at the expiration of the earliest contract date.
- (iii) The Contractor agrees to accept and to complete issued task orders, provided that no new organizational conflicts of interest are created by the acceptance of that order. If known, the Contracting Officer shall identify the organizational conflict of interest in each order. The Contractor shall notify the Contracting Officer of any potential conflict of interest for each task order. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.
- (iv) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.
- (v) The service provider shall include the above restrictions in all subcontracts, teaming agreements and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.
- (vi) If the service provider discovers an organizational conflict of interest (OCI) or potential OCI with respect to this contract, the service provider agrees that a prompt and full disclosure shall be made in writing to the contracting officer, which shall include a description of the service provider's actions proposed to avoid or mitigate such conflict(s).
- (vii) As a part of the proposal, the contractor shall provide the Contracting Officer with complete information of previous or ongoing work that is in any way associated with the contemplated acquisition.
- (viii) The restriction(s) shall end at the expiration of the earliest contract date.

H029 GOVERNMENT DOWN TIME FOR VARIOUS AUTHORITIES INCLUDING, BUT NOT LIMITED TO, THE PRESIDENT, SECRETARY OF DEFENSE, SECRETARY OF THE AIR FORCE

- (a) Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.
- (1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner.
- (2) With regard to work under the contract, the government shall retain the following options:
- (i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
- (ii) Government may forego the work. The contractor will not be paid for work not performed.
- (iii) Government may reschedule the work on any day satisfactory to both parties.
- (iv) The government may, in its discretion, permit the contractor to perform at an off-site location during the period of base closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within five business days of returning to work the nature and scope of the work completed off-site. Contractor shall be permitted to bill the government at the labor rates identified in the contract.
- (v) In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor.
- (b) Base Closure Notification Procedures.
- (1) After an official decision to close the installation has been made by the Base Commander, local television and radio stations will be notified of the closure.
- (2) The Contractor is directed to listen or watch one of the local radio or television stations for notification of a base closure. Contractor should follow instructions intended for non-essential personnel.
- (3) The contractor will not receive any other form of notification of a base closure from the government. The Contractor is responsible for notification of his or her employees.
- (4) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their COR and act in accordance with the COR's instruction.
- (c) Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or

part of the base for non-emergency reasons such as time-off award, base open house, etc. In the event of a non-emergency base closure, the COR and the Contractor shall jointly choose a course of action within the following options:

- (1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government in accordance with the contract.
- (2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days or returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract.
- (3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. Government may grant a time extension in each task order delayed by the closure equal to the amount of time of the closure, subject to the availability of funds. The government will not be liable for time not worked.

H030 MINIMUM GUARANTEE

Notwithstanding FAR 52.216-19, Order Limitations (Oct 1995), if no orders are placed against this contract, the Contractor shall be paid the minimum guarantee of \$2,500.00 in total. See attachment L-2, Task Order 0001 Statement of Work.

H031 INDEFINITE QUANTITY CONTRACTS

The Government plans to award approximately 10-15 Indefinite Quantity Contracts for Construction requirements specified in the Schedule and attached Statement of Work. The Government reserves the right to award fewer, more or no contracts based upon the quality of individual proposals as evaluated IAW Section L & M of this solicitation. Offerors are advised to read clause 52.216-22 in Section I, entitled "Indefinite Quantity" before completing this proposal.

This is an Indefinite-Quantity contract as contemplated by FAR 16.504. The maximum task order amount the Contractor is obligated to honor is the amount of \$50,000,000.00, and the minimum is \$20,000.00 with the exception of task order 0001 in the amount of \$2,500.00 (see Section I clause 52.216-19).

The ordering period for the contract is from date of award through sixty months, plus 5 one-year options. The program ceiling amount may be adjusted unilaterally by the Air Force on an annual basis during the ordering period.

H032 FAIR OPPORTUNITY TASK ORDER PROCEDURES

A. Task Order (TO) Procedures

1. In accordance with the Federal Acquisition Streamlining Act and FAR 16.505(b), the PCO will provide each awardee a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in paragraph B below unless:

- a. The agency need for supplies or services is so urgent that providing such opportunity would result in unacceptable delays;
- b. Only one awardee is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

c. The order must be based on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multiple awardees were given fair opportunity to be considered for the original order; or

d. It is necessary to place an order to satisfy a minimum guarantee.

NOTE: Based on consideration to the performance agreement in clause H016 and other factors as determined by the ACO, any contractor who is solicited but refuses to reasonably propose on a task order may NOT be considered for any additional task orders throughout the life of the contract.

B. Procedures for Providing a Fair Opportunity for Consideration on each Requirement

- 1 To determine which awardees the Government will ask to submit technical/price proposals and to provide the fair Opportunity as required by FAR 16.505(b)(1), the Government will examine information already in the Government's possession including:

A. Contractor Performance on prior TO's

(1) Quality of Work

(2) Customer Satisfaction/Timely Completion of Previous TO's

(3) Cost Efficient Management Approach

(4) Relevancy to Current Requirement

B. Specific Technical and/or Management Capabilities

C. Proximity to Proposed Work Site

D. Potential Impact on other orders placed with Contractor

E. Hostile Environment Requirement

F. Small Business Subcontracting Participation

Other factors as determined by the PCO may also be considered. The Government may request additional information from each contractor when the PCO determines such information is necessary to fairly consider each contractor for an award of a TO.

The Government will utilize the above criteria to promote competition at the task order level. The Government will conduct a quarterly administrative review of the Fair Opportunity ordering process.

NOTE: Based on consideration to the criteria noted above, and the performance agreement in clause H016, any contractor who is solicited but refuses to reasonably propose on a task order may NOT be considered for any additional task orders throughout the life of the contract.

- 2 After proposals are requested and received, the Government will make an integrated evaluation of the proposals and award to the contractor offering the best value to the Government. Each TO will identify the evaluation factors and the relative importance.

3. Should schedule conditions warrant, the PCO may issue a verbal authorization to initiate work. Written confirmation will be provided to the contractor within five (5) business days following the verbal authorization.

4. This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in FAR 52.216-19 of this contract.

5. Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103.355), a protest is not authorized in connection with the issuance or proposed issuance of an individual TO except on the grounds that the order increases the scope, period or maximum value of the contract under which the TO is issued.

6. For this contract, the designated task or delivery order ombudsman is Maj Manuel Saenz, HQ AETC/LGCM, 2035 First Street West, Suite 1, Randolph AFB, TX 78150-4304, (210) 652-6900 (office), (210) 652-4652 (fax), email, Manuel.Saenz@randolph.af.mil. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

7. This contract vehicle is primarily for use by the Air Force Civil Engineer Support Agency (AFCESA), but may be made available for use by other Federal agencies after approval by AFCESA and the AETC contracting officer. Actual TOs may only be placed by designated warranted PCOs.

H033 FACILITY CLEARANCE 5352.215-9000 (MAY 1996)

The offeror must possess, or acquire prior to award of a task order (if applicable), a facility clearance equal to the highest classification stated on the Contract Security Classification Specification, [DD Form 254](#), attached to the task order solicitation in Section J., referenced Section J, Attachment 5.

H034 SMALL BUSINESS SUBCONTRACTING PLAN/REPORTING (SF 294 & SF 295) (REFERENCE 52.219-09)

All contract administration will be retained by AETC CONS/LGCT, Administrative Contracting Officer; (ACO) therefore SF 294s and SF 295s should be submitted directly to the ACO at:

AETC CONS/LGCT
SATOC Contracting Officer
C/O AFCESA/CEBC
139 Barnes Drive Suite 1
Tyndall AFB, FL 32403-5319

Copies should be submitted to the Small Business Office at:

AETC CONS/LGCB
2021 First Street West
Randolph AFB TX 78150-4302
Attn: Small Business Representative

NOTE: All other requirements to prepare and submit SF 294 & SF 295 (Subcontracting Report) apply.

H035 NON APPROPRIATED FUND INSTRUMENTALITY (NAFI) PROVISIONS

Applicable to the following CLINs: X008, X009, X010, X011, X012, X013, and X014

NAFI governing directives are AFI 64-301, Nonappropriated Fund (NAF) Contracting and AFM 64-302, Nonappropriated Fund (NAF) Contracting Procedures

CLAUSES MADE INAPPLICABLE BY THE TYPE OF ORDER OR CONTRACT ARE SELF-DELETING.

NONAPPROPRIATED FUND CONTRACT CLAUSES

1. DEFINITIONS. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

- a. The term “Contract” means this agreement or order and any modifications hereto.
- b. The abbreviation “NAFI” means Nonappropriated Fund Instrumentality of the United States Government.
- c. The term “Contracting Officer” means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
- d. The term “Contractor” means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.
- e. The term “Contracting Officer’s Representative” (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.

2. ADVERTISEMENTS. The Contractor agrees that none of its, nor its agent’s, advertisement to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Contractor’s products or services are approved, promoted or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by that particular activity.

3. ASSIGNMENT. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.

4. COMMERCIAL WARRANTY. The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. DISCOUNTS FOR PROMPT PAYMENT. In connection with any prompt payment discount offered, time will be computed from the date of the Contractor’s invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. DISPUTES. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his/her decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the immediate superior in command (ISIC) of the command one level above the Contracting Officer's command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.

7. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by mean of negotiation. The Contractor agrees that the Contracting Officer or his/her duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to three years after contract expiration date and final payment.

b. The Contractor agrees to include the clause in “a” above in all subcontracts thereunder which exceed \$10,000.

8. GRATUITIES

- a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Commanding Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.
- b. In the event this contract is terminated as provided in paragraph “a” hereof, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Commanding Officer), which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. HOLD AND SAVE HARMLESS. The Contractor shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established, for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold NAFI harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of the NAFI customers, employees, agents or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

10. INSPECTION. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity, or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the NAFI's rights under the Proof of Shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor's plant or place of business shall be borne by the Contractor.

11. INSURANCE

- a. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.
- b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required herein, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.
- c. The Contractor shall also require all first-tier subcontractors, who will perform work on a Government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of “b” above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the installation.

In implementation of the insurance clause above, the Contractor shall procure and maintain:

(1) Workman's compensation as prescribed by the laws of the state in which the work will be performed and employer's liability insurance.

(2) General liability insurance wherein the NAFI and the United States are included as named insured stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of \$500,000 per person - \$1,000,000 per occurrence for injury or death, and \$100,000 property damage per occurrence are required.

(3) The Contractor is responsible for damage or loss to his owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor's equipment.

12. INVOICES. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties) must include the following:

- a. Invoice date;
- b. Name of Contractor;
- c. Contract number (include order number, if any) contract description of supplies or services, quantity, contract unit of measure and unit price and extended total;
- d. Shipment number and date of shipment;
- e. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
- f. Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice; and
- g. Any other information or documentation required by other provisions of the contract (such as evidence of shipment)

Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

13. LAW GOVERNING CONTRACTS. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

14. LEGAL STATUS. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts, however, they do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

15. MODIFICATIONS. No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

16. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (1) Supplies/Equipment or Services and Prices/Costs; (2) Description/Specifications/Work Statement; (3) Special Contract Requirements; (4) Contract Clauses; (5) other provisions of the solicitation/award.

17. PAYMENTS. Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

18. PROOF OF SHIPMENT. (Applicable to shipments outside the United States through the Defense Transportation System {DTS} and Parcel Post shipments to overseas destinations). Except as otherwise provided in

this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.

19. TAXES. The prices herein reflect full reduction for taxes which are nonapplicable. In addition to the exemption from Federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.

20. TERMINATION FOR CONVENIENCE. The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the Contractor shall be compensated according to FAR Subparts 49.1 and 49.2 in effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering non recurring costs for capital investment. If there are any such Contractor claims, they shall be settled according to FAR Subparts 49.1 and 49.2.

21. TERMINATION FOR DEFAULT. The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of reprocurring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the Contractor was not in default; or (2) Contractor's failure to perform is without the Contractor's or subcontractor's control, fault or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term "subcontractor" means subcontractor at any tier.

22. VARIATION IN QUANTITY. No variation in quantity of any item listed in this contract will be accepted unless authorized by the Contracting Officer.

23. PROTESTS. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an Offeror is not satisfied with a procurement decision of the Contracting Officer, that Offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with the Commanding Officer. The procedures for filing protests may be found in Paragraph 223 of BUPERSINST 7043.1B. A copy of Paragraph 223 will be provided to any Offeror by the Contracting Officer upon request.

CLAUSES INCORPORATE BY REFERENCE

The provision of the following clause set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g. order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the Contracting Officer will provide the full text.

CLAUSE NO.	REFERENCE	CLAUSE TITLE
24	52.203-5	Covenant Against Contingent fees Contracts over \$100,000)

25	52.222-20	Walsh-Healey Public Contracts Act (Supply Contracts in excess of \$10,000 not with foreign Contractors)
26	52.222.26	Equal Opportunity (Supply and Service Contracts over \$10,000)
27	52.222.35	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services over \$10,000)
28	52.222-36	Affirmative Action for Handicapped Workers (Supplies and Service Contracts over \$25,000)
29	52.222-37	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services Contracts over \$10,000)
30	52.225-11	Restrictions on Certain Foreign Purchases
31	52-232-13	Extras
32	52.243-1	Changes–Fixed Price
33	52.246-1	Contractor Inspector Requirements
34	52.246-16	Responsibility for Supplies
35	52.247-52	Clearance and Documentation Requirements-Shipment to DOD Air or Water Terminal Transshipment Points
36	52.222-3	Convict Labor (Contracts over \$2,500)
37	52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation–General (Contracts over \$100,000)
38	52.222-41	Service Contract Act f 1965, as amended (Contracts over \$2,500)
39	52.243-1	(ALT1) Changes – Fixed Price
40	52.246-4	Inspection of Services – Fixed Price

H036 SUBMISSION/DELIVERY OF PROPOSALS

Proposals shall be sent via FedEx/UPS/other comparable carrier or hand delivered to:

AETC CONS/LGCK (Attn: Mr. Ron Mortag or Ms Marta Giannotti)
2021 First Street West, Bldg 853
Randolph AFB, TX 78150-4302

H037 SMOKING IN AETC FACILITIES

Contractors are advised that the Commander has placed restrictions on the smoking of tobacco products in AETC facilities. AFI 40-102, Tobacco Use in the Air Force, and its AETC supplement 1, outline the procedures used by the commander to control smoking in our facilities. Contractor employees and visitors are subject to the same restrictions as government personnel. Smoking is permitted only in designated smoking areas. NOTE: For all other locations, local policy will be apply.

H038 STATUS OF FORCES AGREEMENTS

Status of Forces Agreements (SOFA) with other countries will be incorporated at task order level as applicable. The contracting officer will provide SOFA information with the request for proposal for each task order.

H039 PROFESSIONAL REGISTRATION REQUIREMENTS

Unless otherwise indicated by the CO in writing, the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work specified in individual task orders shall be supervised and approved by registered architects or engineers. The engineers or architects must be registered to practice in the particular professional field involved in a state (or the state where the work is to be performed if required by law) or possession of the United States, in Puerto Rico, or in the District of Columbia. Registration as a professional engineer in the particular specialty will be considered equivalent to a bachelor's degree. Degrees and professional registration may not be substituted for experience requirements. Additionally, professional registration may or may not be required at the task order level.

H040 QUALIFICATIONS FOR LABOR CATEGORY LEVELS

1. Professional Labor (Architecture/Engineering/Construction Management): Depending on the nature of the task order, the contractor will need a variety of professional labor personnel specialized in construction activities as specified in the basic contract Statement of Work (SOW). The program manager and project manager shall be responsible for assigning qualified personnel to individual task orders. The professional labor categories are divided into three (3) levels: senior, mid, and junior. The qualifications for each level and the categories of professional labor that may be required for the performance of this contract are provided below:

- a) **Senior:** Must possess a Bachelors degree from an accredited school in a related technical field consistent with the required duties of the position and a minimum of ten (10) years of directly applicable experience since receiving the degree is required. In addition, professional registration consistent with the duties of the position.
- b) **Mid:** Must possess a Bachelors degree from an accredited school in a technical field consistent with the required duties of the position and six (6) to ten (10) years of directly applicable experience since receiving the degree.
- c) **Junior:** Must possess a Bachelors degree from an accredited school in a related technical field consistent with the required duties of the position and zero (0) to six (6) years of directly applicable experience since receiving the degree.
- d) **Labor Categories:** In addition to the required Key Personnel, the following professional labor categories may be required for the performance of this contract:
 - Program Manager –(senior level only)
 - Project Manager (mid or senior level only)
 - Architect (junior, mid and senior level)
 - Civil Engineer (junior, mid and senior level)
 - Mechanical Engineer (junior, mid and senior level)

Electrical Engineer (junior, mid and senior level)
Geotechnical Engineer (junior, mid and senior level)
Environmental Engineer (junior, mid and senior level)
Cost Estimator (junior, mid and senior level)
Health & Safety Manager (junior, mid and senior level)
QA/QC Manager (junior, mid and senior level)
Contracts Manager (mid level only)

2. Technical Labor: Depending on the nature of the TO, the Offeror will need a variety of technical labor personnel specialized in construction or traditional technical activities as specified in the basic contract Statement of Work (SOW). Technical personnel perform in a support role in routine activities. The program manager and project manager shall be responsible for assigning qualified personnel to individual task orders. The technical labor categories are divided into three (3) levels: senior, mid, and junior. The qualifications for each level and the categories of professional labor that may be required for the performance of this contract are provided below:

- a) **Senior Technician:** Bachelors degree and one (1) to three (3) years directly related field experience or High School Diploma with seven (7) or more years directly related field experience.
- b) **Mid Technician:** High School Diploma and three (3) to seven (7) years directly related experience.
- c) **Junior Technician:** High School Diploma and zero (0) to three (3) years directly related experience.
- d) **Labor Categories:** The following technical labor categories may be required for the performance of this contract:
 - CADD Operator (junior, mid or senior level)
 - Site Superintendent/Construction Manager (junior, mid or senior level)
 - Security Manager (junior, mid or senior level)
 - Scheduler (mid or senior level only)
 - Project Controls Analyst (mid level only)

3. Clerical: Administrative personnel responsible for word processing and general secretarial activities. The clerical labor categories are divided into three (3) levels: senior, mid, and junior. The qualifications for each level and the categories of professional labor that may be required for the performance of this contract are provided below:

- a) **Senior:** High School Diploma and at least eight (8) years of experience performing routine as well as non-routine secretarial duties and experience in supervising/instructing less experienced staff.
- b) **Mid:** High School Diploma and three (3) to eight (8) years experience performing routine as well as non-routine secretarial duties and supervising/instructing less experienced staff.
- c) **Junior:** High School Diploma and zero (0) to three (3) year experience performing routine secretarial duties under direct supervision.
- d) **Labor Categories:** The following clerical labor categories may be required for the performance of this contract:
 - Administrative Assistant (mid level only)
 - Word Processor (mid level only)

**SECTION I
CONTRACT CLAUSES**

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and are current through the following updates:

**Database_Version: 6.3.x.1100; Issued: 5/18/2005; FAR: FAC 2005-03; DFAR: DCN20050422;
DL: DL 98-021; Class Deviations: CD 2005o0001; AFFAR: 2002 Edition**

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-02	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (a) Number of calendar days is 'TBD at Task Order level' (c) Number of days or calendar date is 'TBD at Task Order level' Applies to Firm-Fixed-Price CLIN(s) only.
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) - ALTERNATE I (APR 1984) (a) Number of calendar days is 'TBD at Task Order level' (c) Number of days or calendar date is 'TBD at Task Order level' Date is 'TBD at Task Order level'
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media:
'electronic spreadsheet format'
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997)
Alt IV, (a), Description of the information and the format that are required: 'TBD at Task Order level'
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
Para (a) (3), Day prescribed by agency head, or "30th". '30th'
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002) - ALTERNATE I (FEB 1997)
Para (a) (3), Day prescribed by agency head, or "30th". '30th'
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.216-09 FIXED FEE -- CONSTRUCTION (MAR 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.216-18 ORDERING (OCT 1995)
Para (a), Issued from date is 'the Date of Contract Award'
Para (a), Issued through date is 'the basic period of 5 years after date of contract award plus a potential of five additional one year options.'
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is '36 months after expiration of ordering period.'
- 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
Para (a), Period of time '2 calendar days'
Para (a), 60 or as appropriate '15 calendar days'
Para (c), Number of Months/Years. '5 year basic ordering period plus five one-year options; and 3 additional years for performance.'
- 52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003)
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--
DISADVANTAGED STATUS AND REPORTING (OCT 1999)
- 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-03 CONVICT LABOR (JUN 2003)
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME
COMPENSATION (SEP 2000)
- 52.222-05 Davis-Bacon Act--Secondary Site of the Work (Jul 2005)
- 52.222-06 DAVIS-BACON ACT (FEB 1995)
- 52.222-07 WITHHOLDING OF FUNDS (FEB 1988)
- 52.222-08 PAYROLLS AND BASIC RECORDS (FEB 1988)
- 52.222-09 APPRENTICES AND TRAINEES (FEB 1988)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
- 52.222-12 CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-16	APPROVAL OF WAGE RATES (FEB 1988) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.222-17	Labor Standards for Construction Work -- Facilities Contracts (Feb 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-30	DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-41	Service Contract Act of 1965, as Amended (Jul 2005)
52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Para (b), Material Identification No: '(TBD at Task Order level)'
52.223-04	RECOVERED MATERIAL CERTIFICATION (OCT 1997)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-07	Notice of Radioactive Materials (Jan 1997) AETC Requirement is 45 Days
52.223-09	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) - ALTERNATE I (AUG 2000) para (b)(2), Agency Procedures 'as specified in individual Task Orders issued hereunder' administrative contracting officer for task order"
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-09	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005) Para (b)(2). Insert excepted materials or "none". 'TBD at Task Order level'
52.225-10	Notice of Buy American Act Requirement--Construction Materials (May 2002)
52.225-11	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005) Para (b)(3). Insert excepted material or "none". '(TBD at Task Order level)'
52.225-11	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005) - ALTERNATE I (JAN 2005) Para (b)(3). Insert excepted material or "none". '(TBD at Task Order level)'
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT---CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002) ALT I
52.225-12	NOTICE OF BUY AMERICAN ACT REQUIREMENT---CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005) ALT TWO
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

52.226-01	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03	Patent Indemnity (Apr 1984)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984) - ALTERNATE I (APR 1984) Alt I Para (b), Item(s) to be excluded is 'TBD at Task Order level'
52.228-01	BID GUARANTEE (SEP 1996)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-03	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.228-04	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) Applies to Firm-Fixed-Price CLIN(s) only.
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
52.229-02	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) Applies to Firm-Fixed-Price CLIN(s) only.
52.229-06	TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003) Applies to Firm-Fixed-Price CLIN(s) only.
52.229-08	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) Para (a), Name of foreign government is 'TBD at Task Order level' Para (a), Name of country is 'TBD at Task Order level' Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003) Para (c), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002) Applies to Firm-Fixed-Price CLIN(s) only.
52.232-08	Discounts for Prompt Payment (Feb 2002)
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987) Applies to Firm-Fixed-Price CLIN(s) only.
52.232-16	PROGRESS PAYMENTS (APRIL 2003)
52.232-16	PROGRESS PAYMENTS (MAR 2000) ALT II
52.232-16	PROGRESS PAYMENTS (APR 1003) ALT III
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-26	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (OCT 2003) Applies to Firm-Fixed-Price CLIN(s) only.

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
52.233-01	DISPUTES (JUL 2002)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996) Applies to Firm-Fixed-Price CLIN(s) only.
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-01	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) Percent is '12% unless otherwise specified in the Task Order' (applies to FFP and CPFF)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-04	PHYSICAL DATA (APR 1984) Description of investigational methods used: 'determinations made at task order level.' Summary of weather records and warnings 'Refer to Section H' Summary of transportation facilities providing access from the site 'Transportation facilities and access to the site will be the responsibility of the contractor' Other pertinent information: 'No other additional information' Applies to Firm-Fixed-Price CLIN(s) only.
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-12	CLEANING UP (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-13	ACCIDENT PREVENTION (NOV 1991) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-17	LAYOUT OF WORK (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK (APR 1984) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) Applies to Firm-Fixed-Price CLIN(s) only.
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)

- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984)
Alt II, add to para (g) of the basic clause: Desired amount is 'TBD at Task Order level'
- 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
Para (c), Dollar amount is 'TBD at Task Order level'
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.236-27 Site Visit (Construction) (Feb 1995)
TBD AT TASK ORDER LEVEL
- 52.237-4 PAYMENT BY GOVERNMENT TO CONTRACTOR (APR 1984)
- 52.237-4 PAYMENT BY GOVERNMENT TO CONTRACTOR (APR 1984) ALTERNATE I (APR 1984)
- 52.237-6 INCREMENTAL PAYMENT BY CONTRACTOR TO GOVERNMENT. (APR 1984)
- 52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.243-04 CHANGES (AUG 1987)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-05 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
- 52.244-02 SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'TBD through negotiations at the Task Order level'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD through negotiations at the Task Order level'
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (MAR 2005)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD through negotiations at the task order level'
Para (k), Insert subcontracts which were evaluated during negotiations: 'TBD through negotiations at the Task Order level'
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
- 52.244-04 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (MAY 2004)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (APR 1984) ALT I
- 52.245-03 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.

52.245-04	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.245-06	LIABILITY FOR GOVERNMENT PROPERTY (DEMOLITION SERVICES CONTRACTS) (APR 1984)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) Applies to Firm-Fixed-Price CLIN(s) only.
52.246-21	WARRANTY OF CONSTRUCTION (APR 1994) ALT I
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.248-02	VALUE ENGINEERING -- ARCHITECT-ENGINEER (MAR 1990)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000) Para (i), Contract number. 'TBD'
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) ALT I (APR 1984).
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996) Applies to Firm-Fixed-Price CLIN(s) only.
52.249-03	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (MAY 2004)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.249-07	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) Applies to Firm-Fixed-Price CLIN(s) only.
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE II (APR 1984)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE III (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984) Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost CLIN(s) only.
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) para (a), Insert State. 'TBD at Task Order level'
252.222-7001	RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)
252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
252.222-7003	PERMIT FROM ITALIAN INSPECTORATE OF LABOR (JUN 1997)
252.222-7004	COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS (JUN 1997)
252.222-7005	PROHIBITION ON USE OF NONIMMIGRANT ALIENS--GUAM (SEP 1999)
252.223-7001	HAZARD WARNING LABELS (DEC 1991)
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)
252.223-7003	CHANGE IN PLACE OF PERFORMANCE AMMUNITION AND EXPLOSIVES (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (JUN 2005)
252.225-7041	CORRESPONDENCE IN ENGLISH (JUN 1997)
252.225-7042	AUTHORIZATION TO PERFORM (APR 2003)
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: 'Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: See DFARS 225.7403-01, PGI 225.7403-01.
252.225-7045	BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (JAN 2005) - ALTERNATE I (JAN 2005) Para (b)(2). C.O. lists materials or "none". '(TBD at Task Order level)' Para (c)(2). C.O. lists applicable material or "none". '(TBD at Task Order level)'
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7022	GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
252.227-7023	DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)
252.227-7024	NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR 1984)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7033	RIGHTS IN SHOP DRAWINGS (APR 1966)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.228-7000	REIMBURSEMENT FOR WAR HAZARD LOSSES (DEC 1991)252.228-7003 CAPTURE AND DETENTION (DEC 1991)

- 252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)
- 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)
- 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
- 252.229-7001 TAX RELIEF (JUN 1997) - ALTERNATE I (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.229-7002 CUSTOMS EXEMPTIONS (GERMANY) (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.229-7007 VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.229-7008 RELIEF FROM IMPORT DUTY (UNITED KINGDOM) (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
- 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)
- 252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS-- DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)
- 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
- 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (SEP 2005)
- 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
- 252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
Para (e). Identify drawings. 'TO BE SPECIFIED IN INDIVIDUAL TASK ORDERS ISSUED'
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)
Para (a)(1), Percent is '50 %'
Para (a)(2), Remaining percent is '50 %'
- 252.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.236-7009 OPTION FOR SUPERVISION AND INSPECTION SERVICES (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
Para (b), Location is 'TBD at Task Order level'
Para (c), List can be obtained from 'TBD at Task Order level'
Para (c), List and identify locations: 'TBD at Task Order level'
- 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
- 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
- 252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (DEC 1991)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- 252.246-7002 WARRANTY OF CONSTRUCTION (GERMANY) (JUN 1997)
Applies to Firm-Fixed-Price CLIN(s) only.

252.247-7006 REMOVAL OF CONTRACTOR'S EMPLOYEES (DEC 1991)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III (MAY 2002)
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP
SECURITY AGREEMENTS (APR 2003)
5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR
2003) Para (c), List of Class I ODSs. 'TBD at Task Order level'
5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
5352.223-9003 ENHANCED SECURITY OF PRODUCTS (MAY 2003)
Line item number(s). 'TBD at task order level'
Identify where security requirements are specified; i.e., SOW, 'TBD at task order level'
5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)
Para (b), Any additional requirements to comply with local security procedures 'TBD at Task
Order level'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.216-19 ORDER LIMITATIONS (OCT 1995)

As prescribed in [16.506\(b\)](#), insert a clause substantially the same as follows:

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$20,000.00 (excluding task order 0001 of \$2,500.00), the Contractor is not obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 50,000,000.00 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of 50,000,000.00 [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003) (TAILORED)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments --

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments is 30 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
 - (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
 - (iv) Description of work or services performed.
 - (v) Delivery and payment terms (e.g., discount for prompt payment terms).
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic fund transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoices only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (xi) Any other information or documentation required by the contract.
- (3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 14th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If the actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments -- If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause --

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flow down. A clause requiring each subcontractor to--

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that --

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if --

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall --

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause.

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and --

(i) Make such payment within --

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government;
or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon --

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment,
specifying --

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until --

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports --

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause -

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall --

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying --

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

At time of award H013, Teaming Arrangements, and H015, Key Personnel, will be completed with fill-ins and incorporated into the award.

H016, Performance Agreement, will be completed and incorporated into the award.

Proposed Subcontracting goals using Atch 4 in Section J will be incorporated into the award.

Labor rates (Home & Field) as proposed using Section L attachments 7 & 8, will be incorporated into the award.

252.219-7009 Section 8(a) Direct Award fill-ins will be completed at time of award.

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J
LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	58		CONTRACT DATA REQUIREMENTS LIST (CDRL)
ATTACHMENT 1	18		STATEMENT OF WORK
ATTACHMENT 2			RESERVED
ATTACHMENT 3			RESERVED
ATTACHMENT 4	7		SUBCONTRACTING WORKSHEET
ATTACHMENT 5	2		CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD Form 254 ,
ATTACHMENT 6	2		LABOR RATES (HOME & FIELD) Incorporated at time of award
ATTACHMENT 7			RESERVED

**SECTION K
REPRESENTATIONS AND INSTRUCTIONS**

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- | | |
|--------------|--|
| 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (SEP 2004) |
| 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND
CANADA--SUBMISSION WITH OFFER (APR 2005) |

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision ____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:-----

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

52-204-05 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock

is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (b) applies.

[] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I
(APR 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]
The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of

Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not, filed all required compliance reports; and

- (b) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS

Notice of Radioactive Materials (Jan 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall

--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

Clause 52.223-9 (Alt 1)

Alternate I (August 2000). As prescribed in [23.406\(b\)](#), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

52.223-9 – ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCT ALT 1 (AUGUST 2000)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(c) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to ___ Administrative Contracting Officer.

(End of clause)

(End of certification)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the

contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

____ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

____ (v) The facility is not located in the United States or its outlying areas.

52.222-38 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

52.230-07 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

52.236-28 PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

- (a) Proposals must be
- (1) submitted on the forms furnished by the Government or on copies of those forms, and
 - (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --
- (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.
- (End of Provision)

B. DEFENSE FAR SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

- a) *Definitions.* As used in this provision—
- (1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
 - (2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.
 - (3) “Significant interest” means—
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—
- (1) Identification of each government holding a significant interest; and

- (2) A description of the significant interest held by each government.
(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) *Definitions.* As used in this provision—

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Description of Interest, Ownership Percentage, and

Government

Identification of Foreign Government

(End of provision)

252.219-7009 SECTION 8(a) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that ☐

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

252.219-7010 ALTERNATE A (JUN 1998)

As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph (c) of the clause at FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

USE OF NON-GOVERNMENT ADVISORS (AETC)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm: **Northrop Grumman Mission Support
Rome Research Corporation**

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance;
and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

D. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 JOINT VENTURE (MAY 1997)

In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation.

The parties hereto expressly understand and agree as follows:

(a) _____ (name, title, company) is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of _____ (same name, title, and company as above), _____ (name, title, and company of alternate) is the alternate principal representative of the joint venture.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K – REPRESENTATIONS AND OTHER STATEMENTS OF OFFERORS, OR QUOTERS

(b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, must be directed to ____ (name, title and company of principal), principal representative of the joint venture.

FIRM ____

FIRM ____

NAME ____

NAME ____

TITLE ____

TITLE ____

DATE OF EXECUTION ____

DATE OF EXECUTION ____

NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same [].

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
- 52.211-02 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)
- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: 'DO'
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (TBD at Task Order Level)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE II (OCT 1997) (TBD at Task Order Level)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997)Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: 'electronic spreadsheet format' (TBD at Task Order Level)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)
Alt IV, Para (b), Insert description of the information and the format that is required: (TBD at Task Order level)
- 52.215.21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
- 52.215.21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)-ALTERNATE II (OCT 1997)
- 52.215.21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)-ALTERNATE III (OCT 1997)
- 52.215.21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)-ALTERNATE IV (OCT 1997)
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'FFP and CPFF'
- 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
Para (b), Goals for minority participation for each trade are 'United States Air Force'
Para (b), Goals for female participation for each side are 'United States Air Force'
Para (e), Geographical areas are 'United States Air Force'
- 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)
- 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)
- 52.233-02 SERVICE OF PROTEST (AUG 1996)

- 52.236-27 Para (a) Official or location is Ron Mortag
2021 First Street West
Randolph AFB TX 78150-4302
SITE VISIT (CONSTRUCTION) (FEB 1995)
Name: 'TBD at Task Order level'
Address: 'TBD at Task Order level'
Telephone: 'TBD at Task Order level'
- 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)
Para (b), Alt I, Date and time: 'TBD at Task Order level'
Para (b), Alt I, Location: 'TBD at Task Order level'
- 52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (OCT 1997)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS,
DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS,
AND OTHER PERTINENT DOCUMENTS (DEC 1991)
Activity name is 'TBD at Task Order level'
Activity address is 'TBD at Task Order level'
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)
- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
GOVERNMENT (JUN 1995)
- 252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)
Para (a), Dollar amount is 'TBD at Task Order level'
Para (a)(1), Dollar amount is 'TBD at Task Order level'
Para (b), Number of days is 'TBD at Task Order level'
- 252.236-7006 COST LIMITATION (JAN 1997)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 5352.215-9001 NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996) - ALTERNATE I
(MAY 1996)
Para (a), Location including full address: 'TBD at Task Order level'
Para (a), Date: 'TBD at Task Order level'
Para (a), Time: 'TBD at Task Order level'
Para (b), Number of attendees: 'TBD at Task Order level'
Para (b), Point of contact name, address, and phone number: 'TBD at Task Order level'
Para (b), Date: 'TBD at Task Order level'
Para (c), Time and Date: 'TBD at Task Order level'
Alt I, Para (e), Classification: 'TBD at Task Order level'
Alt I, Para (e), Address of organization responsible for this information 'TBD at Task Order level'
Alt I, Para (f), Conference classification: 'TBD at Task Order level'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. The Government intends to award approximately 10-15 contracts. Approximately five (5)

of these contracts may be awarded as competitive 8(a) set-asides and up to one (1) each for HUBZONE AND SDVOSB.

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

52.252-03 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: TBD at time of alteration

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. OTHER SOLICITATION PROVISIONS IN FULL TEXT

L001 NEW MEXICO GROSS RECEIPTS TAX (SEP 2001)

(a) New Mexico Gross Receipts (NMGRT) applies to all receipts collected (cost and profit) from engaging in business in New Mexico (NM); selling property in NM, leasing property employed in NM, selling R&D services performed outside NM the product of which is initially used in NM if the contractor has nexus in NM, or performing services in NM.

(b) Offerors are expected to be knowledgeable of the Gross Receipts and Compensating Tax Act for the State of New Mexico in the preparation of their proposal. For assistance, please contact the State of New Mexico Taxation and Revenue Department, P.O. Box 630, Santa Fe, NM 87509-0603, or call (505) 827-0928 or 0909.

L002 STATUTORY COST LIMITATIONS (MAY 1997)

Pursuant to the Cost Limitation (DOD FAR Sup 252.236-7006) clause hereof, the statutory cost limitation(s) for this solicitation are identified hereunder.

ITEM NO(S).	COST LIMITATION(S)
TBD at Task Order level	

L003 NOTICE TO OFFERORS (CONSTRUCTION) (MAY 1997)

Funds are not presently available for this contract. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date.

L004 LIST OF REGISTERED PARTIES (MAY 2005)

A list of registered parties can be found at <http://www.afcesa.af.mil.satoc>

L005 APPLICABLE CLAUSES (MAY 2002)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the Offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the Offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the Offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the Offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and H038.

L006 RFP TECHNICAL CLARIFICATIONS (FEB 1997)

Offerors who determine that the technical requirements of this RFP require clarification(s) in order to permit submittal of a responsive proposal shall submit all questions in writing within 10 days of receipt of the RFP. These questions shall be directed to the Contract Negotiator identified on the cover page of the solicitation.

L007 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (FEB 1997)

FAR 52.219-9 AND DFARS 252.219-7003 and 252.219-7005 are included in this solicitation and will be incorporated into any resultant contract. A subcontracting plan is required from all Offerors other than small business concerns for proposals exceeding \$500,000 which contain subcontracting opportunities. The plan shall be submitted with the initial proposal and will be concurrently negotiated. If a cost proposal is required by this solicitation, it must relate to, and substantiate, the submissions under FAR 52.219-9(d). Also substantiate the reasonableness of any additional costs to be expended in pursuit of the small disadvantaged business goal. The Offeror's submission must provide sufficient information to support the contracting officer's review of the subcontracting plan to determine: (a) if it is acceptable (otherwise an Offeror will be ineligible to receive the contract award); and (b) if at the time of contract completion any small disadvantaged business subcontracting incentive or award fee has been earned. Contractors who have been selected for participation in the DoD test program authorized by Section 834 of Public Law 101-189 and who have approved comprehensive subcontracting plans are not required to negotiate subcontracting plans on an individual contract basis. If the Offeror has an

approved comprehensive subcontracting plan under the DoD test program, the Offeror shall provide a copy of its approved comprehensive subcontracting plan in lieu of the individual plan required herein. Any contract resulting from this solicitation which includes a comprehensive subcontracting plan will include the clause at 252.219-7004, Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program), in lieu of the clauses at FAR 52.219-9, and DFARS 252.219-7003 and 252.219-7005.

L008 RESERVED

L009 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAY 2004)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-202 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

PROPOSAL PREPARATION INSTRUCTIONS - INFORMATION TO OFFEROR(S) (ITO)

DEFINITIONS. Contractors shall use the following definitions while preparing proposals for this acquisition. These definitions are applicable to Sections L & M.

COMPLETE PROJECTS. Projects are considered complete when all elements of the project (design and construction) have been accomplished and there has been Government acceptance as evident by a letter of beneficial occupancy or other Government/Commercial acceptance documentation and the warranty period has begun.

CONSTRUCTION PROJECTS. The construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility service. Also includes the supervision, inspection, and other on-site functions incidental to the actual construction.

CONUS. Continental United States meaning the 48 contiguous states.

CONUS TIME ZONES. Standard CONUS time zones to include Eastern, Central, Mountain, and Pacific.

EXCESS BONDING. The aggregate between current committed bonding and total bonding ability.

GEOGRAPHICALLY DISPERSED. Distributed widely in different regions.

KEY PERSONNEL. *Key personnel* include the Program Manager, Program Construction Manager, Program QA/QC Manager and Program Health and Safety Manager.

MANAGEMENT APPROACH. A *management approach* must clearly document (1) how the contractor intends to assign, execute and manage personnel and resources for task orders under a SATOC contract; (2) the method for identifying and mitigating management issues; and (3) the method for communicating and distributing responsibilities between the Prime and various *team members*.

OCONUS. Outside the Continental United States.

OUTLYING AREAS. (1) *Commonwealths*.
(i) Puerto Rico.
(ii) The Northern Mariana Islands;
(2) *Territories*.

- (i) American Samoa.
- (ii) Guam.
- (iii) U.S. Virgin Islands; and
- (3) *Minor outlying islands.*
 - (i) Baker Island.
 - (ii) Howland Island.
 - (iii) Jarvis Island.
 - (iv) Johnston Atoll.
 - (v) Kingman Reef.
 - (vi) Midway Islands.
 - (vii) Navassa Island

PROJECTS. *Projects* shall consist of individual task orders or delivery orders issued under an ID/IQ contract or a stand alone project for government or commercial clients.

SATOC WEBSITE. The *SATOC website* is available at <http://www.afcesa.af.mil/satoc>.

TEAM/TEAM MEMBER(S)/TEAMING PARTNER(S). The Government will consider the Offeror and all subcontractors a “*team*” when evidence of a signed *Teaming Arrangement* (TA) or *Letter of Intent* (LOI) is provided. This RFP will refer to the Offeror and all identified teaming subcontractors as a “*team*.” This RFP will refer to all identified teaming subcontractors as “*team members*” or “*teaming partners*.”

TEAMING ARRANGEMENT (TA) OR LETTER OF INTENT (LOI). To be valid under this solicitation, a *Teaming Arrangement (TA)* or *Letter of Intent (LOI)* must commit the parties to performance under this contract, should it be awarded to the Offeror.

1. Program Structure and Objectives

The Government intends to select approximately ten to fifteen (10-15) contractors for the Sustainment/Restoration & Modernization Acquisition Task Order Contract (SATOC). The Government intends to evaluate proposals and award contracts without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical and a price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

2. General Instructions

2.1 General Information

2.1.1 Point of Contact

- (a) The Contracting Officer (CO) is the **sole** point of contact for this acquisition.
- (b) Address any questions or concerns you may have to the CO with a copy to Ms. Marta Giannotti (martha.giannotti@randolph.af.mil) or 210-652-2490.
- (c) Written requests for clarification may be sent to the CO via fax or email.
- (d) Email is the preferred method of communication.
- (e) The CO for this acquisition is as follows.

Mr. Ron A. Mortag
AETC CONS/LGCK
210-652-4856
FAX 210-652-3445
Ron.mortag@randolph.af.mil

2.1.2 Reserved

2.1.3 Discrepancies

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall notify the CO in writing with supporting rationale immediately, but no later than 10 days after release of the RFP.

2.1.4 Teaming

- (a) All team members must have a signed *TA* or *LOI*.
 - (1) If any first-tier subcontractor is projected to perform more than 20% of all work on the contract, a signed *TA* or *LOI* shall be provided for that subcontractor.
- (b) A subcontractor without a *TA* or *LOI* with the Offeror is NOT considered as part of the “*team*” and will not be evaluated as such.
- (c) Mission Capability, Past Performance Information, and Past Performance Questionnaires submitted for subcontractors without a *TA* or *LOI* will not be evaluated.
- (d) The Government will consider the Offeror and all subcontractors a “*team*” when evidence of a signed *TA* or *LOI* is provided in Volume I, Contract Documentation and Volume II, Technical.
- (e) A Joint Venture (JV) will be considered a sole business entity.
- (f) Mentor-Protégé (M-P) is a relationship and not a business entity. M-Ps require formal *TAs* or *LOIs* to qualify for consideration as a *team member*.
- (g) The proposal shall present a complete, coherent presentation of *team* abilities as applicable.

2.2 Organization/Distribution/Number of Copies/Page Limits

- (a) Table 2.2 Proposal Organization
 - (1) The Offeror shall prepare the proposal as set forth in Table 2.2 below.
 - (2) The titles and contents of the volumes shall be as defined in Table 2.2 below.
 - (3) All titles and contents shall be within the required page limits and with the number of copies as specified.
 - (4) All Proposal volumes (original unbound, hard copies, e-copies) identified shall be delivered to the address specified in Block 8 of the SF 33 by the date and time specified in Block 3 of the DD Form 1707.
- (b) Specific format requirements are identified in paragraph 2.3. Proposal Format.
- (c) The contents of each proposal volume are described in the Information to Offeror(s) (ITO) paragraph as noted in the table below.
- (d) In the event that this table conflicts with the detailed instructions in the paragraphs that follow, the detailed instructions shall take precedence.
- (e) In compliance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra hard copies of such unsuccessful proposals.

Table 2.2. Proposal Organization

2.3.11.1 Proposal Organization		ITO Paragraph Number	2.3.11.3	2.3.10.1	2.3.10.2	2.3.10.3
VOLUME	ITO Paragraph Number	TITLE	PAGE LIMIT	‘ORIGINAL’ UNBOUND	HARD COPIES	E-COPIES
I	3	VOLUME I CONTRACT DOCUMENTATION		1	2	1
	3.1	Executive Summary	5			
	3.2(a)	Master Table of Contents	Unlimited			
	3.2(b)	Table of Contents				
	3.2(c)	List of Tables and Figures				
	3.2(d)	Glossary of Abbreviations and Acronyms				
	3.3	Choice of Competition				
	3.4	Validity Statement				
	3.6	Joint Ventures, Teaming Arrangements, and/or Letters of Intent				
	3.7	Exceptions to Terms and Conditions				
	3.8.	Representations and Certifications				
	3.9	H016 Performance Agreement				
	3.10	Financial Responsibility				
II TECHNICAL	4	VOLUME II TECHNICAL		1	6	1
	4.1(a)	Executive Summary	5			
	4.1(b)	Table of Contents	Unlimited			
	4.1(c)	List of Tables and Figures				
	4.1(d)	Glossary of Abbreviations and Acronyms				
	4.2	Joint Ventures ¹ , Teaming Arrangements, and/or Letters of Intent				
	4.4	Resources	16			
	4.4(f)	Bonding Surety Letters	Unlimited			
	4.5	Management Approach	15			
II SAMPLE TASK	4.7	VOLUME II SAMPLE TASK		1	6	2
	4.7.1	Project Management Plan	20			
	4.7.1(b)	Proposal	20			
	4.7.1(c)	SATOC Cost Detail, Section L Attachment L-9	Unlimited			
	4.7.1(d)	Implementation Work Plan	20			
III	6	VOLUME III PAST PERFORMANCE		1	5	1
	6.1	Executive Summary	5			
	6.2(a)	Table of Contents	Unlimited			
	6.2(b)	List of Tables and Figures				
	6.2(c)	Glossary of Abbreviations and Acronyms				
	6.3.1	Narrative	10			
	6.3.1.1	Past Performance Summary ²				

	6.3.1.2	Relevance of Present/Past Performance to Mission Capability Subfactors ²				
	6.3.1.3	Organization Structure Change History ²				
	6.3.2.1	Present/Past Performance Information Forms ³	-			
	6.3.2.2	Present/Past Performance Questionnaires ³	-			
	6.4	Consent Letters	Unlimited			
	6.5	Client Authorization Letters				
	6.6	SF294/295 Submission	Unlimited			
IV	7	VOLUME IV PRICE		1	2	2
	7.1(a)	Table of Contents	Unlimited			
	7.1(b)	List of Tables and Figures				
	7.1(c)	Glossary of Abbreviations and Acronyms				
	7.3	Accounting System				
	7.4	FFP Fully Burdened Labor Rates, Field and Home, Section L Attachments 7 and 8				
V	8	VOLUME V SMALL BUSINESS PARTICIPATION		1	2	1
	8.1(a)	Table of Contents	Unlimited			
	8.1(b)	List of Tables and Figures				
	8.1(c)	Glossary of Abbreviations and Acronyms				
	8.3.1 or 8.3.2	Mission Capability Subfactor 1.4 Small Business Participation Subcontracting Plan ⁴ Include the completed Subcontracting worksheets provided in Section J as applicable	Unlimited			

¹ Joint Venture Agreement Summary only – full Joint Venture Agreement should be provided in Volume I only.

² Subdivisions of Section 6.3.1 Narrative; individual page allocations not mandated, total of Section 6.3.1 shall not exceed 10 pages.

³ Keystrokes limited per web-based input form.

⁴ If applicable

2.3 Proposal Format

2.3.1 Guidance

- This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal.
- The Offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions.
- All the requirements specified in this solicitation are mandatory.
- You are representing that your firm will perform all the requirements specified in the solicitation by submitting your proposal.

- (e) These instructions are intended to elicit brief and specific responses. However, simply stating that the Offeror understands and intends to comply with this effort or paraphrasing statements in the RFP is inadequate.
- (f) The offer shall be compliant with the requirements as stated in the RFP.

2.3.2 Sufficient Detail

- (a) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.
- (b) The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements.
- (c) Offeror(s) shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposal.

2.3.3 Elaborate Presentations Not Desired

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

2.3.4 Price Information

All pricing information shall be addressed in the Price Proposal Volume IV, except that which is included with the Volume II, Sample Task.

2.3.5 No Cross-Referencing

Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing to other volumes of the proposal.

2.3.6 Tab Indexing

- (a) Tab indexing shall be used to identify sections within each Volume, but shall not be used to present other information.
- (b) Tabs for items identified in the Title column of Table 2.2 Proposal Organization shall be utilized.
- (c) Tabs do not count against the page limitations for their respective volumes.
- (d) Tabs for Volume III Past Performance section 6.3.2.1 Present/Past Performance Information (PPI) Forms and section 6.3.2.2 Present/Past Performance Questionnaires (PPQ) shall be included.

2.3.7 Table of Contents

- (a) Table of Contents.
 - (1) Each volume shall contain detailed table of contents to delineate the subparagraphs within that volume.
- (b) Master Table of Contents.
 - (1) Volume I, Contract Documentation, shall contain a consolidation of the individual Table of Contents for all Volumes (I through V).
 - (2) A separate e-file of the Master Table of Contents shall be provided in accordance with Electronic Copies (E-Copies) requirements in paragraph 2.3.10.3.
- (c) The Table of Contents will not count against the page limitations for their respective volumes.

2.3.8 List of Tables and Figures

- (a) Each volume shall contain a list of all tables and figures within that volume.
- (b) The List of Tables and Figures will not count against the page limitations for their respective volumes.

2.3.9 Glossary of Abbreviations and Acronyms

- (a) Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.
- (b) One glossary may be developed for the entire proposal and provided in each volume.
- (c) Glossaries do not count against the page limitations for their respective volumes.

2.3.10 Proposal Copies

- (a) All copies of an Offeror's proposal must be submitted together.
- (b) All Prime and *team member* information must be incorporated into one coherent submittal.
- (c) Staples shall not be used.
- (d) Be sure to use appropriate markings such as the legend at FAR 52.215-1(e), Restriction on disclosure and use of data.

2.3.10.1 "Original" Unbound Proposal

One hardcopy of each volume shall be clearly identified as "original." The "original" shall be formatted as follows:

- (a) Clearly marked as "Original."
- (b) Unbound.
- (c) Hole-punched with a standard 2-hole punch at the top of each page.
- (d) Printed head-to-foot so that each page can be read when placed in a standard 2-hole file folder.
- (e) Each volume shall have a cover sheet, clearly marked as volume number, "ORIGINAL", Offeror's name, solicitation title, solicitation number and proposal date.
- (f) Shall include tab dividers, see 2.3.6

2.3.10.2 Hard Copies

- (a) Each hard copy volume of the proposal shall be separately bound in a three-ring loose-leaf binder, which shall permit the volume to lie flat when open.
- (b) A cover sheet shall be bound in each book, clearly marked as to volume number, copy number, Offeror's name, solicitation title, solicitation number and proposal date.
- (c) A label should be placed on the front cover of each binder clearly identifying volume number, copy number, Offeror's name, solicitation title, solicitation number and proposal date.
- (d) A label shall be placed in the spine of each binder clearly identifying volume number, copy number, Offeror's name, solicitation title, solicitation number and proposal date.
- (e) All document binders shall have a color other than red or other applicable security designation colors.

2.3.10.3 Electronic Copies (E-Copies)

- (a) General requirements
 - (1) All electronic copies shall be submitted on CD-ROM in a protective sleeve.
 - (2) Electronic file directory titles and organization shall reflect the titles and organization of these instructions.
 - (3) Each directory shall contain a Microsoft Word file with the Master Table of Contents for that directory.
 - (4) The searchable Adobe Acrobat Portable Document File (pdf) copy of the proposal shall be an exact duplicate of the "original" paper proposal. The CD-ROMs will be used for proposal evaluation. The Government will not perform a word-by-word check of the "original" vs. the electronic version. However, if discrepancies are identified between the electronic proposal and the "original" paper proposal, the paper proposal shall prevail.
 - (5) Offerors shall ensure electronic copies on CD-ROM are virus free.
 - (6) Electronic copies of each volume shall be compatible with the following available Government equipment and software products:
 - Pentium Class PCs
 - Adobe Acrobat Reader 7.0
 - Microsoft Office 2003
 - (7) Sound or video (e.g. MPEG) files shall **not** be embedded into the proposal files.
- (b) Master copy CD-ROM requirements
 - (1) Complete electronic copies of all Volumes shall be submitted in pdf **searchable text format**.
 - (2) The Sample Task – Cost Detail Report Proposed Costs (Section L Atch 9), the Firm Fixed Price Fully Burdened Labor Rates, Home and Field, (Section L Attachments 7 and 8) and any other documents which show the computations of costs/rates should also be furnished in Microsoft Excel files and include ALL cell formulas.

- (3) A separate CD-ROM shall be used for each Volume (Please note that two (2) electronic copies of Volume II, Sample Task, and two (2) electronic copies of Volume IV Price are required, so that there will be a total of eight (8) CDs.)
- (4) Each CD-ROM and protective sleeve shall be clearly marked as to volume number/name, Offeror's name, solicitation title, solicitation number and proposal date.

2.3.11 Page Format Restrictions and Limitations

2.3.11.1 Page Format

- (a) All pages shall be printed double-sided on recycled paper as much as practical. For example, original letters are exempted from the double-sided requirement.
- (b) Pages shall be 8.5 x 11 inches, not including foldouts.
- (c) Text pages shall be portrait oriented. Graphics and tables may be landscape oriented if required to properly present the information.
- (d) Pages shall be typed with at least single line spacing.
- (e) No condensed fonts allowed. Times New Roman, Arial, or similar font preferred. The font size shall be no less than 12 point except for the following.
 - (1) The reproduced sections of the solicitation document shall be as reproduced.
 - (2) The font for tables, charts, graphs and figures shall be no smaller than 8. For Section L Attachments, 10 point or larger font may be used. (Note: Fill in blocks on the web-based Past performance forms are limited by key strokes, not font size.)
- (f) Margins on all four edges of each sheet will be at least one inch.
- (g) Proprietary statements, security markings, and page numbers can fall within the defined margin area.
- (h) Each required section within a volume shall be numbered consecutively (i.e. Exec Summary 1-5, TOC 1-x; Resources 1-16; Management Approach 1-15, etc).
- (i) These page format restrictions shall also apply to responses to Evaluation Notices (ENs).

2.3.11.2 Foldouts

- (a) Foldout pages may only be used for large tables, charts, graphs, drawings, diagrams and schematics.
- (b) Foldout pages may **not** be used for pages of text.
- (c) Legible tables, charts, graphs, drawings, diagrams, schematics and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, plans, etc.
- (d) These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size.
- (e) Each printed side of a foldout will count as **two pages**.
- (f) For tables, charts, graphs and figures, the font shall be no smaller than 8 point.
- (g) All information (except documentation numbers, classification markings, and page numbers) shall be contained within an image area of 9 x 15 inches.
- (h) Foldout pages shall fold so that the Government can read and evaluate them without removal from proposal binder.
- (i) Foldout pages shall fold entirely within the volume.

2.3.11.3 Page Limitations

- (a) Page limitations shall be treated as maximums.
- (b) Each side of each 8 ½ x 11 inch sheet that displays printed material shall be counted as 1 page for page limitation purposes.
- (c) Each side of each 11 x 17 inch sheet that displays printed material shall be counted as 2 pages for page limitation purposes.
- (d) Compliance with page count limits shall be verified via the hardcopy.
- (e) If page limits are exceeded, the excess pages (1) will be returned; and (2) will not be read or considered in the evaluation of the proposal.
- (f) Page limitations shall be placed on responses to ENs. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offeror(s).
- (g) Past Performance Information Sheets and Questionnaires shall be submitted via the AFCEA website ONLY, <http://www.afcesa.af.mil/SATOC>.

2.3.11.4 Pages Counted

Each page shall be counted except the following.

- (a) Cover pages
- (b) Table of contents
- (c) List of figures
- (d) Glossaries
- (e) Tabs
- (f) Dividers
- (g) Blank pages (Shall be identified as “Left blank intentionally”)
- (h) Bonding Surety Letters

3 VOLUME I - CONTRACT DOCUMENTATION

3.0 Volume Organization

- (a) Executive Summary
- (b) Master Table of Contents
- (c) Table of Contents
- (d) List of Tables and Figures
- (e) Glossary of Abbreviations and Acronyms
- (f) Choice of Competition
- (g) Validity Statement
- (h) Joint Ventures, Teaming Arrangements, and/or Letters of Intent
- (i) Exceptions to Terms and Conditions
- (j) Representations and Certifications
- (k) H016, Performance Agreement
- (l) Financial Responsibility

3.1 Executive Summary

- (a) The Executive Summary is a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding price.
- (b) The salient features should tie in with Section M Evaluation Criteria.
- (c) Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.
- (d) In Paragraph one of the Executive Summary, the Offeror shall clearly state one of the following:
 - a. Contractor agrees work will be performed in any location where AFCESA customers have needs; including, remote, austere, and hostile environments.
 - b. Customer agrees work will be performed in any location where AFCESA customers have needs, but will not work in hostile environments.

3.2 Standard Proposal Information

- (a) Provide a Master Table of Contents for the entire proposal (all Volumes).
- (b) Provide a Table of Contents for Volume I per ITO paragraph 2.3.7.
- (c) Provide a List of Tables and Figures for Volume I per ITO paragraph 2.3.8.
- (d) Provide a Glossary of Abbreviations and Acronyms for Volume I per ITO paragraph 2.3.9.

3.3 Choice of Competition

- (a) Complete the Choice of Competition form provided at Attachment L-1.
- (b) Include the completed form in your proposal.

3.4 Validity Statement

- (a) The proposal acceptance period is specified in the SF 33, Page 1, Block 12 of the RFP.
- (b) The Offeror shall make a clear statement that the proposal is valid until this date in Volume I, Contract Documentation.
- (c) Be sure to use appropriate markings such as the legend at FAR 52.215-1(e), Restriction on Disclosure and Use of Data.

3.5 (RESERVED)

3.6 Joint Ventures, Teaming Arrangements, and/or Letters of Intent

Provide all Joint Venture Agreements, *Teaming Arrangements* and *Letters of Intent* for first-tier subcontractors to receive credit for performing as a *team*.

3.7 Exceptions to Terms and Conditions

- (a) Offerors are required to meet all solicitation requirements, such as terms and conditions, representation and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Exceptions to Terms and Conditions of the solicitation are strongly discouraged. Exceptions taken to terms and conditions of the solicitation, to any of its formal attachments, or to other parts of the solicitation shall be identified.
- (b) Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken.
- (c) Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation.
- (d) This information shall be provided in the format and content of Table 3.7.

Table 3.7 – Solicitation Exceptions

SOLICITATION Document	Paragraph/ Page	Requirement/ Portion	Rationale
Contract Clause, RFP paragraph, , ITO, etc.	Applicable Page and Paragraph Numbers	Identify the requirement or portion to which exception is taken	Justify why the requirement will not be met

3.8. Representations and Certifications

- (a) The Offeror's proposal shall include a signed copy of SF33 and sections A through K.

3.9 Performance Agreement

- (a) Offeror is required to complete H016, Performance Agreement and include in Vol I.

3.10. Financial Responsibility

- (a) Offerors shall provide year-to-date financial information through the last quarter available. If audited, reviewed, compiled or certified financial statements are available, these shall be submitted.
- (b) In addition to the above, Offerors shall explain how performance for the initial 90 days of the resultant contract will be funded. If the Offeror intends to rely on internally available working/operating capital, evidence of availability shall be submitted. If the Offeror plans to rely on financial support from other sources, identify the maximum lines of credit that may be available. Include documentation to support the line of credit amounts and a point of contact for the lender.
- (c) The above information shall be provided for the Prime and *team members* performing more than 20 percent of the proposed contract effort. If the Offeror is a combination of firms (for example, a partnership or joint venture), discuss the financial responsibilities among the companies. Historical and year-to-date financial data shall be submitted for each company that makes up the Offeror, and the ability to fund contract performance shall be addressed for the combined firm.

- (d) Offerors and *teaming partners* that are anticipated to perform 20 percent or more of the work should register for the Financial Capability Risk Assessment using the Registration for Pre-Award Audits link on the *SATOC website*.
- (e) Financial responsibility is not an evaluation criterion. A contract may only be awarded to the Offerors who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR).

4 VOLUME II - TECHNICAL and VOLUME II - SAMPLE TASK

4.0 Volume Organization

- (a) Executive Summary (duplication of executive summary in Volume I, Contract Documentation)
- (b) Table of Contents
- (c) List of Tables and Figures
- (d) Glossary
- (e) Joint Venture Agreements (summary only), Teaming Arrangements, and/or Letters of Intent
- (f) Resources (Include copies of bonding surety letters in this volume.)
- (g) Management Approach
- (h) Sample Task (**The Sample Task shall be bound separately in a volume titled, Volume II Sample Task**)
- (i) (1) Project Management Plan, (2) Proposal, (3) SATOC cost detail, Section L, Attachment L-9 and Implementation Work Plan

4.1 Standard Proposal Information

- (a) Provide a duplicate copy of the executive summary narrative as required in Volume I, Contract Documentation, ITO paragraph 3.1.
- (b) Provide a Table of Contents for Volume II per ITO paragraph 2.3.7.
- (c) Provide a List of Tables and Figures for Volume II per ITO paragraph 2.3.8.
- (d) Provide a Glossary of Abbreviations and Acronyms for Volume II per ITO paragraph 2.3.9.

4.2 Joint Ventures, Teaming Arrangements, and/or Letters of Intent

Provide duplicate copies of all Joint Venture Agreements (summary only), *Teaming Arrangements*, and *Letters of Intent* for first-tier subcontractors as required in Volume I, Contract Documentation, ITO paragraph 3.6 to receive credit for performing as a *team*.

4.3 General

- (a) The Technical Volume shall be specific and complete.
- (b) Commercials are not desired and will not be evaluated. Hard evidence of capabilities is required to receive credit for evaluation Subfactors.
- (c) Legibility, clarity, and coherence are very important.
- (d) Your responses will be evaluated against the Factors, Subfactors, and Criteria defined in Section M, Evaluation Factors for Award. The proposal shall address the Factors and Subfactors in the sequence outlined in Section M.
- (e) Provide as specifically as possible, the actual method you would use for accomplishing and satisfying the requirements.
- (f) Mission Capability Subfactors.
 - (1) Describe the Offeror's proposed strategic approach to meeting the requirements of each Mission Capability Subfactor.
 - (2) Include mission capabilities of *team members* with signed, valid *TAs* or *LOIs*.
 - (3) Evidence of capabilities may include organization charts, resumes of *key personnel*, descriptions of *relevant projects*, descriptions of management approaches, etc.
 - (4) Emphasize abilities, approaches, and other evidence requested under each Subfactor.

4.4 Resources (Mission Capability Subfactor 1.1)

Clearly address the following.

- (a) Provide an organization chart showing the following *key personnel*. See section M, Subfactor 1.1 for key personnel responsibilities and qualifications.

Program Manager

Program Construction Manager

Program QA/QC Manager

Program Health and Safety Manager

Provide a brief resume (education, professional certification(s), years with company, total years of experience, and a brief description of experience supporting the proposed role) for each key personnel presented in the following Resume Format Note: Expand tables as needed for text.

Resume Format

Name/Position on Contract:	Employed By: <input type="checkbox"/> Prime <input type="checkbox"/> Team Member Company Name:	
Education:	Professional Certification(s):	Years with Company/Total Years of Experience:
Brief Description of Experience Supporting the Proposed Role:		

It is recommend that Resumes be a maximum of one-half page each, but may be less than one-half page.

- (b) Describe the resources (e.g. number & skills of personnel, size and location of offices, etc.) the Prime will use to manage and/or perform task orders under this contract. Be sure to identify both CONUS and OCONUS resources. Describe how Prime resources will be used to meet requirements.
- (c) Describe the resources (e.g. number & skills of personnel, size and location of offices, etc.) the *Team* will use to execute task orders under this contract. Be sure to identify both CONUS and OCONUS resources. Describe how *team* resources will be used to meet both typical and surge requirements under this contract. Provide number and locations of licensed Professional Engineers and Registered Architects within the *Team*.
- (d) Provide a graphic of the location and size (number of personnel) of *Team* offices both CONUS and OCONUS. Be sure to distinguish between Prime and *team member* offices. Do NOT include AF locations on the *team* office graphic.
- (e) Describe the resources (e.g. number & skills of personnel, size and location of offices, etc.) the *Team* will use to execute projects in remote and austere environments. It is advantageous to describe resources (e.g. number & skills of personnel, size and location of offices, etc.) that the team will use to execute projects in hostile environments.
- (f) Describe the bonding ability of the Prime.

- (1) Provide proof of *excess bonding* capacity with bonding capability letters from an approved surety listed with the Department of Treasury. Letters must be notarized and signed by someone who can represent the surety. Letters signed by agents are unacceptable unless accompanied by a Power of Attorney granting proper authority to the agent.
- (2) The letter from the surety must be on surety letterhead and include a statement stating the contractor has a relationship with the surety and can obtain bonding.
- (3) Offerors shall provide a brief narrative summary describing the Prime's current *excess bonding* ability.

4.5 Management Approach (Mission Capability Subfactor 1.2)

Clearly address the following.

- (a) Describe how the offeror will manage and execute SATOC requirements (including all delivery methods) described in the SATOC SOW. Include the proposed teaming structure, team members' roles and responsibilities, experience working as a team, and distribution of work (by role of each team member, type of work, geographical location, etc) among team members. Include description of communications procedures and channels among the team. Include how the Prime will control property to include government furnished equipment (GFE) and contractor acquired materials, supplies and equipment
- (b) Describe how the Prime will acquire, utilize, and manage sub-contractors (beyond the proposed teaming arrangements) to execute SATOC requirements. Describe the circumstances where additional sub-contracts will be required and the process to ensure sub-contract performance in cost, schedule, quality, and safety.
- (c) Describe how the Prime will administer and utilize Prime or Team resources to rapidly respond to and manage multiple, concurrent, geographically dispersed TOs both CONUS and OCONUS. Be sure to address the unique aspects of performing work OCONUS. Describe how the Prime will administer and utilize resources to manage and execute TOs in remote and austere environments, including logistics and site/personnel security issues. It is advantageous for the Prime to demonstrate the ability to administer and utilize resources to manage multiple, concurrent TOs in hostile environments, including logistics and site/personnel security issues.
- (d) Describe the processes and/or plan the Prime has in place to provide QA/QC and manage health and site safety.
- (e) Describe the processes the Prime has in place to identify and mitigate management issues to ensure tasks are executed within cost, schedule and quality goals with minimal government oversight. Provide examples (i.e. dealing with schedule delays, subcontractor nonperformance, cost growth, etc) of how these processes have been implemented and describe the outcome. Describe the Prime's process to ensure tasks are executed within cost, schedule and quality goals. Describe your processes to minimize risks and to ensure that cost, schedule and quality status and issues are clearly communicated with both the contractor and the Government. Describe your processes to minimize risks and to ensure that cost, schedule and quality status and issues are clearly communicated with both the team and the government (i.e. describe the Prime's management process to ensure timely review, approval and/or resolution of submittals and requests for information from all project stakeholders including subcontractors, vendors and government personnel; describe the team's management approach for ensuring all applicable permitting and environmental requirements are addressed in the execution of a task order; describe the team's approach for ensuring warranty and latent defects are corrected in a timely manner.)

4.6 (Reserved).

4.7 Sample Task (Mission Capability Subfactor 1.3)

4.7.1 Sample Task Deliverables. In accordance with the attached Sample Task Statement of Work, the Offeror shall submit the following in a separately bound volume labeled Volume II Sample Task:

- (a) Project Management Plan as described in the Statement of Work.
- (b) A Proposal using the offeror's anticipated format they will use in responding to TO RFPs and describing the technical approach, schedule, cost, travel and sub-contract plan.
- (c) The Offeror's cost estimate shall be submitted in the SATOC Cost Detail Report format provided in Section L Attachment L-9 reflecting the Offeror's approach in the distribution of home office and field labor categories, travel and other direct costs. Offerors shall use the Parametric Cost Engineering System (PACES) Assembly Cost Detail Report at Section L Attachment L-10 for their direct project cost input. The PACES costs include subcontractor fees/overheads. However, if other direct costs, in addition to those given on the PACES Report, are required to perform the sample task, then any applicable overheads and fee/profit should be identified by the Offeror. Offerors shall input data into the yellow-highlighted blocks where indicated on Attachment L-9. Overhead and fee/profit associated with costs other than labor shall be proposed as separate cost elements as required by the format. Bond costs shall also be proposed as a separate cost element. Once the contract is awarded, G&A and fee/profit will be negotiated at the time of individual task order issuance. All dollar amounts in the proposal shall be rounded to the nearest dollar, with the exception of the fully burdened direct labor rate unit prices, which shall be rounded to the nearest cent, as stated in Section L, para 7.4. The SATOC Cost Detail Report shall be provided in Volume II Sample Task.
- (d) The Implementation Work Plan should include the planned activities and management approach the Offeror will use to achieve the construction from the conceptual design as provided in the SOW. The Implementation Work Plan must contain the following:
 - i. Work Plan Summary
 - ii. Schedule
 - iii. Proposed Submittals
 - iv. Specifications
 - v. Drawings

4.8 Small Business Subcontracting Plan (Mission Capability SubFactor 1.4) details are specified in paragraph 8.3.

5. PROPOSAL RISK

- (a) Identify any risks associated with implementation of Mission Capability requirements and how you intend to mitigate those risks.
- (b) Identify if the Prime or *team members* have successfully used the proposed Mission Capability approaches. If not, describe how you intend to mitigate risks associated with implementation of Mission Capability requirements.
- (c) There are no separate submittal requirements for Proposal Risk. The Offeror shall integrate the above into the Mission Capability submittal as applicable.
- (d) The Government will evaluate the risks associated with an Offeror's Mission Capability proposal submittal.

6. VOLUME III – PAST PERFORMANCE

6.0 Volume Organization

- (a) Executive Summary (duplication of executive summary in Volume I, Contract Documentation)
- (b) Standard Proposal Information
 - (1) Table of Contents

- (2) List of Tables and Figures
- (3) Glossary of Abbreviations and Acronyms
- (c) General
 - (1) Narrative
 - (i) Past Performance Summary
 - (ii) Relevance of Present/Past Performance to Mission Capability Subfactors
 - (iii) Organization Structure Change History
 - (2) Present/Past Performance Documents
 - (i) Present/Past Performance Information Forms (PPI) (Attachment L-3)
 - (ii) Present/Past Performance Questionnaires (PPQ) (Attachment L-4)
 - (3) Consent Letters (Attachment L-5)
 - (4) Client Authorization Letters (Attachment L-6)
 - (5) Standard Form 294/295 Submission

6.1 Executive Summary

Provide a duplicate copy of the Executive Summary per ITO paragraph 3.1.

6.2 Standard Proposal Information

- (a) Provide a Table of Contents for Volume III per ITO paragraph 2.3.7.
- (b) Provide a List of Tables and Figures for Volume III per ITO paragraph 2.3.8.
- (c) Provide a Glossary of Abbreviations and Acronyms for Volume III per ITO paragraph 2.3.9.

6.3 General

6.3.1 Narrative

This information is required for all proposals and is limited to a total of ten (10) pages.

6.3.1.1 Past Performance Summary

- (a) Describe the role of the Prime and each *Teaming Partner* that will potentially perform on the SATOC contract. The Government will consider only work performed by *teaming partners* with signed TA/LOIs proposed to perform work on the SATOC contract. .
- (b) This information is to assist the evaluators in determining relevancy of projects submitted for past performance evaluation by confirming the role of the *team member* compared to the scope of the projects submitted for evaluation.

6.3.1.2 Relevance of Present/Past Performance to Mission Capability Subfactors

The narrative portion will discuss how the projects submitted for evaluation demonstrate the Offeror's ability to meet the Mission Capability Subfactors.

Subfactor 1.1: Resources

Subfactor 1.2: Management Approach

Subfactor 1.4: Small Business Participation

6.3.1.3 Organization Structure Change History

- (a) Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition.

- (b) To facilitate this relevancy determination, include in this proposal volume a “roadmap” describing all such changes within the last three years in the organization of your company and teaming partners.
- (c) As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment.
- (d) Since the government intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your “roadmap” should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

6.3.2 Present/Past Performance Documents

- (a) Offerors are cautioned that the Government will use data provided by the *Teaming Partners* as well as data obtained from other sources in the evaluation of Present/Past performance (see Attachment L-4, Present/Past Performance Questionnaire, for an example of the type of information requested from other sources).
- (b) The Government will not consider performance on an Offerors submission that concluded more than four (4) years prior to the due date of this solicitation.
- (c) The Government will consider only those projects which are complete as of the proposal due date. Credit will be given only for work actually completed, not for anticipated scope.

6.3.2.1 Present/Past Performance Information (PPI) Forms (Attachment L-3)

- (a) Each team shall submit a maximum of twelve (12) PPI forms. A minimum of two PPI forms shall be submitted for the prime contractor. If the prime contractor is a Joint Venture (JV), each JV partner shall submit a minimum of one PPI form. At least one PPI form shall be submitted for each *team member* performing $\geq 20\%$ of the work, if any. The balance of the (12) PPI forms may be used at the Offeror’s discretion to establish relevancy to the SATOC contract. PPI forms shall be submitted utilizing the web-based format found on the SATOC PPI Form website (<http://www.afcesa.af.mil/SATOC>.) **Only one individual, the past performance POC, will be given access to this website. It is important that you email the SATOC source selection evaluation team at ron.mortag@randolph.af.mil with a copy to wanda.mcdonald@randolph.af.mil, the name and email address of the individual chosen as the past performance POC.**
- (b) A Present/Past Performance Information Summary Sheet identifying: (1) all *Teaming Partners* performing $>20\%$ of the work proposed for the SATOC contract and *Teaming Partners* performing $<20\%$ in which PPI forms are submitted; (2) which of the past performance projects submitted they teamed on; shall also be submitted. A total of one (1) summary sheet shall be submitted per team utilizing the web-based format found on the SATOC PPI Form website (<http://www.afcesa.af.mil/satoc>).
- (c) To best represent the depth and breadth of past performance, the offeror should submit at least one project in each of the following dollar categories ($\geq \$100,000$ to $\leq \$1$ Million, $> \$1$ Million to $\leq \$5$ Million, $> \$5$ Million) which encompass the elements identified in Section L, Attachments 3 & 4, paragraph 12.
- (d) Identify the scope summary of the project submitted as it relates to the SATOC scope.
- (e) Describe your rationale supporting your assertion of relevance of the submitted project to the SATOC acquisition. Clearly link the past performance to the SATOC Basic Contract SOW.
- (f) Clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may include a discussion of efforts accomplished by the Offeror, or applicable *Teaming Partner*, to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. For example, submit quality performance indicators or other management indicators that clearly support that an Offeror, or applicable *Teaming Partner*, has overcome past problems.
- (g) Provide references for each project. For each PPI, identify those persons/customers most knowledgeable about the contract. For Government contracts, provide current information for the Government Program Manager, Project/Task Manager, Contracting Officer, and Administrative Contracting Office. For commercial contracts, provide points of contact fulfilling these same roles. Any additional customers that have in-depth knowledge of the contract may be added. Email addresses are required for each point of contact.

- (h) **Each Offeror is required to submit the past performance information for each of the projects 15 calendar days prior to the date set for receipt of proposals, by 1630 central time. Receipt of PPI information is subject to the late submission rule in accordance with FAR 15.208 -- Submission, Modification, Revision, and Withdrawal of Proposals.**

6.3.2.2 Past Performance Questionnaires (PPQs) (Attachment L-4)

- (a) A letter, along with the link to the PPQ website, will be sent electronically to the person(s) identified as references in the PPI Forms. This email will automatically be sent when the team's past performance POC submits an online PPI Form.
- (b) The Offeror will be able to log in to the PPI Form website to check on the number of questionnaires submitted to AFCESA. In addition, an email will be sent out to the Team's past performance POC each time a PPQ has been submitted. The email will identify the reference, project number and project title
- (c) Even though the assessment of Past Performance is separate and distinct from Determination of Responsibility required by FAR 9, past performance information contained herein may be used to support the Determination of Responsibility for the successful awardees.
- (d) Information provided on the Past Performance Questionnaires assists the evaluation team in determining the confidence ratings for past performance.

6.4 Consent Letters

The Offeror shall provide a consent letter for each *Teaming Partner* using the format provided at Attachment L-5, Example Format for Consent Letter. This letter allows the release of *Teaming Partner* adverse Present/Past performance information to the Offeror so the Offeror can respond to such information.

- (a) The Offeror shall provide original consent letters for each *Teaming Partner* and/or joint venture partner.
- (b) Past performance information concerning subcontractors and *Teaming Partners* cannot be disclosed to a private party without the subcontractor's or *Teaming Partner's* consent.
- (c) Because a prime and a teaming member are private parties, the Government will need the above consent before disclosing *Teaming Partner* past and present performance information to the prime during exchanges.
- (d) Consent letters are evaluated only to the extent that they are complete and present for each *Teaming Partner*, and/or joint venture partner that presented past performance information in the proposal.

6.5 Client Authorization Letters

If a *Teaming Partner* identifies Present/Past performance efforts performed for a commercial customer, then each *Teaming Partner* shall submit a client authorization letter, authorizing release to the Government of requested information on their respective performance using the format provided at Attachment L-6, Example Format for Client Authorization Letter.

- (a) The Offeror shall provide original client authorization letters for the Offeror and each *Teaming Partner* and/or joint venture partner.
- (b) Each Offeror, *Teaming Partner*, and/or joint venture partner shall execute a client authorization letter for commercial customers.
- (c) Client authorization letters are evaluated only to the extent that they are complete and present for each *Teaming Partner*, and/or joint venture partner that presented past performance information in the proposal.

6.6 Standard Form (SF) 294/295 Submittal

Each Offeror must submit SF 294(s) and SF 295(s) for all PPI project(s) (or the basic contract for the individual delivery order/task order) in which SF 294 and 295 reporting was required. The SF 294/295(s) must cover the period of performance for the submitted project(s).

7. VOLUME IV - PRICE

7.0 Volume Organization

- (a) Table of Contents
- (b) List of Tables and Figures
- (c) Glossary of Abbreviations and Acronyms
- (d) Accounting System
- (e) Firm Fixed Priced Fully Burdened Labor Rates

7.1 Standard Proposal Information

- (a) Provide a Table of Contents for Volume IV per ITO paragraph 2.3.7.
- (b) Provide a List of Tables and Figures for Volume IV per ITO paragraph 2.3.8.
- (c) Provide a Glossary of Abbreviations and Acronyms for Volume IV per ITO paragraph 2.3.9.

7.2 General Instructions

- (a) These instructions are to assist you in submitting cost/price information that is required to evaluate the reasonableness of your proposed prices.
- (b) Compliance with these instructions is mandatory.
- (c) Failure to comply may render your proposal ineligible for award.
- (d) Data beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position.
- (e) All information relating to the proposed price shall be included in Volume IV, Price; except for the Sample Task Cost Detail Report Estimate, which is to be in Volume II, Sample Task.
- (f) Note that unreasonably low or high proposed Total Evaluated Prices may be grounds for eliminating a proposal from competition.

7.3 Accounting System

- (a) It is anticipated that Cost Plus Fixed Fee type task orders will be awarded under any resulting contract.
- (b) Prime contractors must have an accounting system that has been determined adequate by the Defense Contract Audit Agency (DCAA) for accumulating and reporting incurred costs under cost type contracts in order to receive an award.
- (c) The Offeror shall provide evidence of an adequate accounting system as determined by the DCAA.
- (d) Offerors without an approved accounting system should register on the SATOC website to initiate an accounting system review by DCAA. **This request should be submitted no later than 10 days after release of the RFP. Offerors are encouraged to initiate this process immediately.**
- (e) An adequate accounting system is not an evaluation criterion. A contract may only be awarded to Offerors whose accounting system has been determined adequate.

7.4 Firm-Fixed-Price (FFP) Fully Burdened Labor Rates

Prime Offerors shall complete Attachments L-7 (Home Office Labor Rates) and L-8 (Field Labor Rates) and provide FFP fully burdened direct labor rates for all the categories identified. Fully burdened rates include the base hourly labor rate plus applicable indirect costs and fee/profit. Prime Offerors may propose whatever markups to team member's labor they feel are appropriate and in accordance with their accounting practices. A fully burdened rate must be submitted for each labor category and for each of the Government fiscal years contained in Attachments L-7 and L-8. Each contract year is the same as the Government fiscal year: 1 October through 30 September. Failure to propose rates for all labor categories and fiscal years will render the proposal incomplete, and the entire proposal may be subject to rejection. Offerors shall provide only one completed pricing rate schedule (Attachments L-7 and L-8) per team. Successful Offeror's proposed fully burdened FFP rates will be incorporated into the resulting contract and will be used for future CONUS FFP task order pricing. The Field Labor Rates at Attachment L-8 may be used as a basis for negotiating OCONUS/remote/austere/hostile area rates at the time of individual task order issuance whenever work in those areas is warranted. The Home Office Labor Rates at Attachment L-7 will not be adjusted. All fully burdened labor rates shall be rounded to the nearest cent. Offerors

are to provide the fully burdened hourly labor rates in the spreadsheets provided on the SATOC website, Attachments L-7 and L-8, and submit in Volume IV.

7.5 Rounding

All dollar amounts in the proposal shall be rounded to the nearest dollar except where otherwise stated.

8. VOLUME V – SMALL BUSINESS PARTICIPATION (Applies ONLY to Full and Open Competition)

8.0 Volume Organization

- (a) Table of Contents
- (b) List of Tables and Figures
- (c) Glossary of Abbreviations and Acronyms
- (d) Mission Capability Subfactor 1.4, Small Business Participation
- (e) Small Business Subcontracting Plan

8.1 Standard Proposal Information

- (a) Provide a Table of Contents for Volume V per ITO paragraph 2.3.7.
- (b) Provide a List of Tables and Figures for Volume V per ITO paragraph 2.3.8.
- (c) Provide a Glossary of Abbreviations and Acronyms for Volume V per ITO paragraph 2.3.9.

8.2 General

- (a) The Small Business Participation Volume shall be specific and complete.
- (b) Legibility, clarity, and coherence are very important.
- (c) Your responses will be evaluated against the criteria defined in Section M, Evaluation Factors for Award.
- (d) DO NOT merely reiterate the objectives or reformulate the requirements specified in the solicitation.
- (e) Provide as specifically as possible, the actual methodology you would use for accomplishing and satisfying the requirements.

8.3 Subfactor 1.4 Small Business Participation

Clearly address Mission Capability Subfactor 1.4 Small Business Participation.

8.3.1 If a subcontracting plan is required by FAR 19.7;

- (a) Provide a Small Business Subcontracting Plan in accordance with FAR 19.7.
- (b) Goals/Targets. Describe how your subcontracting plan compares to SATOC's Subcontracting goals (e.g. meets, exceeds, or does not meet). The goals are to be submitted for the basic five year period plus the five one year option periods, using the subcontracting worksheet format in section J.

Small Business	23% of total subcontracted dollars
Small Disadvantaged Business	5% of total subcontracted dollars
Woman Owned Small Business	5% of total subcontracted dollars
HUBZone Small Business	3% of total subcontracted dollars
Service Disabled Veteran Owned Small Business	3% of total subcontracted dollars
Veteran Owned Small Business	3% of total subcontracted dollars

Note: These goals may be met by any combination of subcontracts, other business teaming arrangements or vendor purchases, and should make use of small businesses to the maximum extent practicable.

8.3.2. If a subcontracting plan is NOT required by FAR 19.7, the minimum requirement for small disadvantaged business targets is met when small businesses submit the following information for the full and open competition:

- a. The offeror reflects a commitment between parties in providing subcontracting opportunities for small disadvantaged businesses.
- b. The offeror reflects compliance with Air Force goal of 5% for small disadvantaged businesses expressed in dollars and in percentages of the anticipated subcontracting dollars. The goals are to be submitted for the basic five year period plus the five one year option periods, using the subcontracting worksheet format in section J.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

List of Section L Attachments

	TITLE	PAGES
L-1	Choice of Competition Form	1
L-2	Task Order 0001 Statement of Work	2
L-3	Past Performance Information Form (PPI)	5
L-4	Past Performance Questionnaire (PPQ)	9
L-5	Consent Letter	1
L-6	Client Authorization Letter	1
L-7	Home Office Labor Rates	1
L-8	Field Labor Rates	1
L-9	SATOC Cost Detail Report Proposed Costs	5
L-10	Parametric Cost Engineering System (PACES) Assembly Cost Detail Report	22
L-11	Reserved	
L-12	Sample Task Statement of Work with Floor Site Plan	13

SECTION M EVALUATION FACTORS FOR AWARD

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 SOURCE SELECTION

A. BASIS FOR CONTRACT AWARD

- (a) The Government will select the best overall offers based on the evaluation Factors. Award will be made to the Offeror(s) proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation Factors and Subfactors described below.
- (b) This is a best value source selection conducted in accordance with Air Force Federal Acquisition Regulation Supplement (AFFARS) 5315.3 Source Selection.
- (c) A contract may only be awarded to the Offeror(s) who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation Factors and Subfactors, to represent the best value to the Government.
- (d) The Government seeks to award to the Offeror(s) who give the Government the greatest confidence that they will best meet or exceed the requirements affordably. This may result in an award to higher rated, higher priced Offeror(s), where the decision is consistent with the evaluation Factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher priced Offeror outweighs the price difference.

B. EVALUATION CRITERIA

1. Evaluation Factors and Subfactors and their Relative Order of Importance

- (a) Four Factors will be used in this evaluation: Mission Capability, Proposal Risk, Past Performance, and Cost/Price.
- (b) The first three Factors (Mission Capability, Proposal Risk, and Past Performance) are of equal importance.
- (c) In accordance with FAR 15.304(e) –All Evaluation Factors and Significant Subfactors, other than cost or price, when combined, are significantly more important than Cost/Price.
- (d) Under Factor 1 Mission Capability, Subfactor 1.1 and 1.2 are equally important. Subfactor 1.3 is less important than 1.1 or 1.2, and then 1.4 is less important than 1.3.
- (e) Under Factor 2 Proposal Risk, Subfactor 2.1 and 2.2 are equally important. Subfactor 2.3 is less important than 2.1 or 2.2, and then 2.4 is less important than 2.3.

Factor 1 –Mission Capability

Subfactor 1.1 – Resources

Subfactor 1.2 – Management Approach

Subfactor 1.3 – Sample Task

Subfactor 1.4 – Small Business Participation

Factor 2 - Proposal Risk

Subfactor 2.1 – Resources

Subfactor 2.2 – Management Approach

Subfactor 2.3 – Sample Task

Subfactor 2.4 – Small Business Participation

Factor 3 - Past Performance

Factor 4 – Cost/Price

2. Factor and Subfactor Rating

- (a) **Mission Capability.** Subfactors 1.1, 1.2, and 1.3 under the **Mission Capability Factor** will be assigned a color rating (paragraph 3). Subfactor 1.4 will be assigned a pass or fail rating which will be translated to a green (pass) or red (fail) color rating. The color rating depicts whether the Offeror's proposal meets or exceeds the Subfactor requirements in accordance with the stated evaluation criteria and solicitation requirements.
- (b) **Proposal Risk.** Each Subfactor will be assigned a proposal risk rating (paragraph 4). Proposal risk represents the risks identified with an Offeror's proposed approach as it relates to the evaluation criteria and solicitation requirements.
- (c) **Past Performance.** A Past Performance Assessment will be assigned to the Past Performance Factor (see paragraph 5). Past Performance represents the Government's confidence in the Offeror's ability to successfully perform as proposed and is based on an assessment of the Offeror's present and past work record.
- (d) **Cost/Price.** Although the Cost/Price factor is the least important factor, it will contribute substantially to the source selection decision. While Cost/Price will not be rated or color-coded, it will be evaluated in terms of reasonableness. See paragraph 6 for evaluation criteria.

3. Factor 1 - Mission Capability

- (a) Each Subfactor within the **Mission Capability Factor** will receive one of the following color ratings, based on the assessed strengths, proposal inadequacies, and deficiencies of the Offeror's proposal as they relate to each of the **Mission Capability Subfactors**.
- (b) Subfactor ratings shall not be rolled up into an overall color rating for the **Mission Capability Factor**.

COLOR	RATING	DEFINITION
BLUE	EXCEPTIONAL	Exceeds specified minimum performance or capability requirements in a way beneficial to the government; proposal must have one or more strengths and no deficiencies to receive a blue.
GREEN	ACCEPTABLE	Meets specified minimum performance or capability requirements delineated in the Request for Proposal; proposal rated green must have no deficiencies but may have one or more strengths.
YELLOW	MARGINAL	Does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.
RED	UNACCEPTABLE	Fails to meet specified minimum performance or capability requirements; proposal has one or more deficiencies. Proposals with an unacceptable rating are not awardable.

3.1 Subfactor 1.1 - Resources

This Subfactor is met when:

- (a) The Prime submits an organizational chart and resumes that demonstrate that key personnel meet the following key personnel qualifications.

Key Personnel Qualifications

1. **Program Manager:** The Offeror's program manager shall be responsible for the overall management of tasks performed under this contract and shall be the primary point-of-contact for overall contractual issues. The Offeror shall assign the proposed Program Manager upon award of the contract. He/she shall be responsible for ensuring that practical and effective systems are developed to meet the objectives of the action. The Program Manager shall also ensure that quality work is completed on schedule and within the allocated budget. The Program Manager shall have, as a minimum, the following qualifications:

- a) Bachelors degree from an accredited school in a technical field such as: Engineering, architecture, construction management, or other related field.
- b) An advanced degree (Masters) in a technical field such as engineering, architecture, construction management or other related field including a Masters of Business Administration or Engineering Management is desirable.
- c) A minimum of ten (10) years Program Management experience, including a minimum of seven (7) years experience in construction-related program management and a minimum of four (4) years DoD construction contract experience.

2. **Program Construction Manager:** The program construction manager is responsible for efficiently applying the resources of the entire project team to execute the construction phase of a specific Task Order. The program construction manager is responsible for all technical, personnel, construction methodology, quality, safety, and local client interface details of the program. The Program Construction Manager must manage, lead, train, and control their assigned construction managers. He/She ensures the construction managers manage site activities, leads the project team so the work is done efficiently and correctly, and controls the use of resources to meet project objectives within the authorized budgets and schedules. The objective of the Program Construction Manager is to ensure a quality work product is delivered within the authorized schedule and budget on all assigned construction activities. The Program Construction Manager shall have, as a minimum, the following qualifications:

- a) A minimum of ten (10) years construction experience, including a minimum of five (5) years construction management experience and a minimum of four (4) years of DoD construction contract experience. More than fifteen (15) years of pertinent construction experience is desirable.
- b) A bachelors degree in civil engineering, construction management or related field is desirable.

3. **Program QA/QC Manager:** The program QA/QC manager shall be responsible for developing, maintaining, and ensuring implementation of the construction quality program. This responsibility includes oversight of activities, periodic reviews of the processes being implemented, evaluation of any recommendations made by the project team over the course of the program regarding use of these processes, and continuous improvement evaluations of the quality program. He/She is also responsible for providing support to the project team in ensuring that the quality of products and

services provided to the client is in accordance with the specifications described in the contract, project plans, drawings, specifications, scopes of work, contract, subcontracts, and other project directives. The Program QA/QC Manager shall have, as a minimum, the following qualifications:

- a) Bachelors degree in Engineering or Architecture related field. Eight years of relevant experience may be substituted for a bachelor's degree.. For example, a Program QA/QC Manager without a bachelor's degree must have 18 years of relative experience. (8 years to substitute for the bachelors degree, and 10 for the minimum experience).
- b) A minimum of ten (10) years experience in construction practices, procedures, and testing, including a minimum of five (5) years of construction quality assurance/quality control experience. More than fifteen (15) years of pertinent construction experience is desirable.

4. Program Health and Safety Manager: The program health and safety manager shall be responsible for the overall health and safety programs and shall develop, maintain, and insure implementation of the Offeror's health and safety systems. This responsibility includes oversight, review, reporting, training, and control of employee health and safety processes. The program health and safety manager should review and approve all health and safety related plans for specific Task Orders. The Program Health and Safety Manager shall have, as a minimum, the following qualifications:

- a) Bachelors degree in a relevant field. Eight years of relevant experience may be substituted for a bachelor's degree. For example, a Program Health and Safety Manager without a bachelor's degree must have 18 years of relative experience (8 years to substitute for the bachelors degree, and 10 for the minimum experience).
- b) A minimum of ten (10) years of health and safety management experience, including a minimum of five (5) years of health and safety management experience in the construction environment.

- (b) The Prime's description demonstrates sufficient resources to effectively implement and manage SATOC requirements (both CONUS and OCONUS).
- (c) The Offeror's description demonstrates that the Team has sufficient resources to effectively execute SATOC TOs (both CONUS and OCONUS). This includes the capability of effectively executing DoD construction projects to meet customer expectations for delivery, including both typical and surge requirements. It is desirable for team to demonstrate licensed professional engineers and architects in multiple CONUS locations.
- (d) The Offeror's graphic demonstrates the team's geographically dispersed presence (offices and personnel) CONUS and OCONUS capable of effectively executing SATOC requirements.
- (e) Team demonstrates the capability to effectively execute projects in remote and austere environments. It is desirable to demonstrate capability to effectively execute SATOC requirements in a hostile environment.
- (f) Prime demonstrates proof of excess bonding capacity to implement a worldwide construction program.
 - (1) To be considered, the contractor must have a letter from a surety on surety letterhead that states the prime has a relationship with the surety and can obtain bonding.
 - (2) Large and Small businesses competing in the full and open competition must demonstrate excess bonding of \$25 million. For the 8(a) set aside, HUBZONE, and SDVOSB, the offeror must demonstrate excess bonding of \$10M. It is desirable to demonstrate bonding capacity greater than the minimum.

3.2 Subfactor 1.2 Management Approach

This Subfactor is met when

- (a) The Offeror's management approach demonstrates the ability to manage and execute SATOC requirements effectively and efficiently. The proposed teaming structure demonstrates the ability to effectively and efficiently support all SATOC delivery methods and ensures follow through of responsibilities. The Prime demonstrates that it will effectively control property to include government furnished equipment (GFE) and contractor acquired materials, supplies and equipment.
- (b) The Prime's description demonstrates the ability to acquire and utilize sub-contracted resources (other than proposed teaming arrangements) in a responsive and efficient manner.
- (c) The Prime's description demonstrates the ability to effectively and efficiently administer and utilize the Team's resources to rapidly respond to and manage multiple, concurrent, geographically dispersed TOs both CONUS and OCONUS and addresses the unique aspects of performing work OCONUS. The Prime demonstrates the ability to effectively and efficiently administer and utilize the team's resources to manage and execute TOs in remote and austere environments, including logistics and site/personnel security issues. It is desirable for the Prime to demonstrate the ability to effectively and efficiently administer and utilize its own resources to manage, multiple, concurrent, geographically dispersed TOs both CONUS and OCONUS. It is desirable for the Prime to demonstrate the ability to effectively and efficiently administer and utilize its own resources to manage and execute TOs in remote and austere environments, including logistics and site/personnel security issues. It is desirable for the Prime to demonstrate the ability to effectively and efficiently administer and utilize the team's resources to manage and execute TOs in hostile environments, including logistics and site/personnel security issues. It is further desirable for the Prime to demonstrate the ability to effectively and efficiently administer and utilize its own resources to manage and execute TOs in hostile environments, including logistics and site/personnel security issues
- (d) The Prime's description of processes or plan demonstrates the ability to effectively and efficiently provide QA/QC and manage health and site safety.
- (e) The Prime's description of processes and provided examples demonstrate the ability to proactively manage cost, schedule, quality, and risks with minimal government oversight and includes clear communication of costs, schedule, quality and risks between the team and the government.

3.3 Reserved

3.4 Subfactor 1.3 – Sample Task

The "Sample Task" being used as part of the source selection evaluation under this solicitation does not represent an anticipated requirement.

This Subfactor is met when the Offeror demonstrates the following:

- (a) Offeror provides a Project Management Plan as described in the statement of work to effectively support requirements in the Sample Task Order Statement of Work.
- (b) The Prime provides a proposal (describing the technical approach, schedule, cost, travel and sub-contract plan) to effectively support requirements in the Sample Task Order Statement of Work.
- (c) The prime provides a proposed cost estimate, in the required format, that reflects the level of effort described in the Sample Task Order Statement of Work.
- (d) The Team provides an Implementation Work Plan (work plan summary, schedule, proposed submittals, specification and drawings) containing the minimum elements as described in the Sample Task Order Statement of Work.

3.5 Subfactor 1.4 – Small Business Participation – Pass/Fail criteria.

This Subfactor applies ONLY to the full and open competition. This Subfactor is met when the Offeror demonstrates the following.

3.5.1 Large Business

The Subfactor is met when the subcontracting plan and proposal demonstrate the following:

- (a) The Prime, if a Large Business, demonstrates a corporate commitment, as a minimum, that complies with the following goals:

Small Business	23% of total subcontracted dollars
Small Disadvantaged Business	5% of total subcontracted dollars
Woman Owned Business	5% of total subcontracted dollars
HUBZone Small Business	3% of total subcontracted dollars
Service Disabled Veteran Owned Small Business	3% of total subcontracted dollars
Veteran Owned Small Business	3% of total subcontracted dollars

- (b) The Offeror demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each category above.
- (c) The small business subcontracting plan meets all criteria in FAR 19.7.

3.5.2 Small Business

- (a) **The Subfactor is met when the Prime, if a Small Business, demonstrates a corporate commitment that complies with the following goal for Small Disadvantaged Business, expressed in dollars and in percentages of the anticipated subcontracting dollars:**

Small Disadvantaged Business	5% of total subcontracted dollars
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- (b) The offeror reflects a commitment between parties in providing subcontracting opportunities for all small disadvantaged businesses.

4. Factor 2 - Proposal Risk

- (a) Proposal risk is the Government's assessment of risks associated with an Offeror's **Mission Capability** proposal submittal.
- (b) Proposal risk assessment focuses on the risks and weaknesses associated with an Offeror's proposed Mission Capability approach. It includes an assessment of the potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance with respect to Mission Capability requirements.
- (c) For each identified risk, the assessment also addresses the Offeror's proposal for mitigating the risk and why that approach is or is not manageable.
- (d) Each Mission Capability Subfactor will receive one of the following Proposal Risk Subfactor ratings.

RATING	DEFINITION
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HIGH (H)	Likely to cause significant disruption of schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close government monitoring.
MODERATE (M)	Can potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close government monitoring will likely be able to overcome difficulties.
LOW (L)	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal government monitoring will likely be able to overcome any difficulties.

5. Factor 3 - Past Performance

- (a) Under the Past Performance factor, the Performance Confidence Assessment (PCA) represents the evaluation of an Offeror's present and past work record to assess the Government's confidence in the Offeror's probability of successfully performing as proposed.
 - (b) The Government will evaluate the Offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost control and schedule, timeliness, quality, and satisfaction.
 - (c) Past performance information may be obtained through the Past Performance Information Retrieval System (PPIRS), Architect/Engineer Contract Administration Support System (ACASS), Construction Contractor Appraisal Support System (CCASS), similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources..
 - (d) The Government reserves the right to use both data provided by the Offeror and data obtained from other sources in conducting this assessment.
 - (e) Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation aspect or any unfavorable comment received from sources without a formal rating system.
 - (f) The PCA rating is based on the recency, relevance, and performance assessment ratings described below:
 - (1) **Recency:** As stated in Section L, Paragraph 6.3.2(b), the Government will not consider performance on an Offeror submission that concluded more than four (4) years prior to the due date of this solicitation. The Government will consider only those projects which are complete as of the proposal due date. Credit will be given only for work actually completed, not for anticipated scope.
 - (2) **Relevance**
 - (i) Relevancy of each project will be determined using the Offeror's PPI to validate coverage of the SATOC SOW Categories. An "X" marked on the chart is not sufficient to determine program similarity. The "Rationale for Effort Relevance" (number 15 on the PPI) will be compared to the SOW to determine coverage.
 - (ii) The Past Performance Evaluation is accomplished by reviewing aspects of an Offeror's relevant present and recent past performance, focusing on and targeting performance which is relevant to Mission Capability Subfactors, in addition to SATOC SOW categories.
 - (iii) In determining relevance, consideration will be given to program similarity, project complexity, technical diversity, contract/subcontract management, contract type, and schedule.
 - (iv) This information may not include data on efforts performed by other divisions. In addition, this information may include data on efforts performed by key personnel, or teaming subcontractors, if such resources will significantly influence the performance of the proposed effort.
 - (v) The Government will consider only work performed by *teaming partners* with signed TA/LOIs proposed to perform work on the SATOC contract.
 - (vi) The Government may consider as relevant, efforts performed for agencies of federal, state or local governments and commercial customers.
- (v) The following performance definitions apply:

RELEVANCE RATING	DEFINITION
VERY RELEVANT	Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
RELEVANT	Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.
SOMEWHAT RELEVANT	Past/present performance effort involved some of the magnitude of effort and complexities this solicitation requires.
NOT RELEVANT	Past/present performance effort did not involve any of the magnitude of effort and complexities this solicitation required.

(3) **Performance:**

- (i) Performance information will be obtained from the references on each project submitted. The Government may also obtain performance data from other sources.
- (ii) In addition to evaluating the extent to which the Offeror's performance meets basic contract SOW and Mission Capability requirements, the assessment will consider things such as the Offeror's history of forecasting and controlling costs, adhering to schedules, (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer. Included in this assessment will be a determination of how well large business SATOC Offeror(s) met their small business goals as evidenced by SF 294's/295's.
- (iii) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised), The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and evaluate their effectiveness.
- (iv) The following performance definitions apply.

PERFORMANCE RATING	DEFINITION
EXCEPTIONAL	Performance meets contractual requirements and exceeds many requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
VERY GOOD	Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
SATISFACTORY	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
MARGINAL	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's actions appear only marginally effective or were not fully implemented.
UNSATISFACTORY	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.
UNKNOWN	Unable to provide a score. Performance in this area is not applicable to the effort assessed.

(4) **Performance Confidence Assessment (PCA):**

- (i) Although the past performance evaluation focuses on performance that is relevant to the Basic Contract Statement of Work and Mission Capability Subfactors, the resulting PCA is made at the factor level and represents an overall evaluation.
- (ii) As a result of an analysis of risks and strengths identified in the analysis, each Offeror will receive an integrated Performance Confidence Assessment (PCA), which is the rating for the Past Performance factor.
- (iii) Both the number of recent fully relevant projects and the performance level on those projects drive the PCA rating.
- (iv) In integrating the recent and relevant past performance of the prime contractor, subcontractors, *teaming partners* and joint venture partners, the Offeror's overall confidence assessment may be impacted by the amount and type of work proposed to be performed by each entity.
- (v) Pursuant to FAR 15.305(a)(2)(iii) and (iv), Offeror(s) without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the Past Performance factor
- (vi) Pursuant to DFARS 215.305(a)(2), the assessment will consider the extent to which the Offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns and FAR 52.219-9, Small Business Subcontracting Plan
- (vii) Each Offeror will receive one of the following PCA ratings as described in AFFARS 5315.305(a)(2) for the Past Performance factor:

RATING	DEFINITION
HIGH CONFIDENCE	Based on the Offeror's performance record, the government has high confidence the Offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the Offeror's performance record, the government has significant confidence the Offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the Offeror's performance record, the government has confidence the Offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.

6. Factor 4 – Cost/Price

The Government will evaluate the Offerors' proposals using price analysis to assess the reasonableness of the proposals in order to determine the offer that provides the best value and most advantageous approach to the Government. Cost/Price will not receive a color rating. Review of Offerors prices will consist of the following:

6.1 Price Reasonableness

The offer must represent a price that provides best value to the Government when considering current market prices and technical and functional capabilities of the Offeror. Overall, the proposed price must be reasonable to both the Government and the Offeror. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. In the event discussions are conducted, Offerors are required to fully explain any type of price reduction. The Government may consider any type of price reduction that is unexplained, including those identified as a management challenge, to be unreasonable. Price

reasonableness will be evaluated based upon a comparison of total evaluated prices among Offerors (see paragraphs 1. and 2. below). Proposed sample task prices will also be evaluated for reasonableness via a comparison to the Independent Government Estimate.

1. In addition to the sample task, further explained in Section L, para 4.7, the Government has developed a pricing model to evaluate labor costs. The model is based on proposed rates in Section L, Attachments L-7 and L-8 as explained in Section L, para 7.4. A simple average of the fully burdened firm fixed price hourly rates for each labor category for each of the Government fiscal years will be computed and, when applied to the predetermined labor hours by the Contracting Officer, will then calculate a total price for each labor category. The resulting total prices for each labor category will then be totaled to arrive at a total price for the home office and a total price for the field pricing models for each Offeror.
2. The proposed sample task total price (established using Section L, Attachment L-9) from Volume II will be added to the total price of the home office and field pricing models from Volume IV to develop each Offeror's Total Evaluated Price. The Total Evaluated Price will be the basis for evaluating price for contract award decision purposes and will be the only price discriminator among Offerors.

6.2 Accounting System

An adequate accounting system is not an evaluation criterion. A contract may only be awarded to the Offerors who have an adequate accounting system as determined by DCAA.

6.3 Financial Responsibility

Financial responsibility is not an evaluation criterion. A contract may only be awarded to the Offerors who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR).

C. DISCUSSIONS

- (1) The Government intends to evaluate proposals and award contracts **without discussions** with Offerors (except clarifications as described in FAR 15.306(a)).
- (2) The Offeror's initial proposal should contain the Offeror's best terms from a technical and price standpoint.
- (3) The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (4) If discussions are held, discussions will only be held with those Offerors determined to be in the competitive range.
- (5) If discussions are held, Offerors are required to fully explain any type of price reduction. The Government may consider any type of price reduction that is unexplained, including those identified as management challenges, to be unreasonable.

D. NUMBER OF CONTRACTS TO BE AWARDED

- (1) The Government intends to award approximately ten to fifteen (10-15) contracts. Up to five (5) of these contracts may be awarded as competitive 8(a) set-asides, up to one (1) SDVOSB, and up to one (1) HUBZone..
- (2) If an 8(a) Offeror desires to compete in both the full and open and 8(a) set-aside competitions, it is necessary for 8(a) businesses to request that in writing, see Attachment L-1 Choice of Competition. Otherwise, the 8(a) Offerors' proposals will be evaluated for the contracts awarded only under the 8(a) set-aside competition.
- (3) The Government reserves the right to make fewer or more awards based on the quality and quantity of proposals received.
- (4) A company may only be awarded one contract as a prime or as part of a Joint Venture.

E. REJECTION OF UNREASONABLE OFFERS

- (1) The Government may reject any proposal that is evaluated to be unreasonable in terms of program commitments, including contract terms and conditions, or unreasonably high or low in price when compared to other offerors and Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program. The Government may also consider any type of price reduction that is unexplained, including those identified as a management challenge, to be unreasonable.
- (2) No advantage will accrue to an Offeror who submits an unreasonably low offer.

F. COMPETITIVE ADVANTAGE FROM USE OF GFP

The Government will eliminate any competitive advantage resulting from an Offeror's proposed use of Government-furnished property (GFP).

G. NUMBER OF PROPOSALS

Although Offerors may compete in more than one competition category, they must submit only one proposal. For example, should an Offeror choose to compete in both the 8(a) set-aside and the full and open competition; they should submit only one proposal which will be evaluated in both categories. An Offeror may propose as a Prime only once, but may be a *Team* member on more than one *Team*.